



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 5, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**VARIOUS AMBULATORY CARE RELATED AGREEMENT AMENDMENTS FOR
FISCAL YEARS 2002-03 AND 2003-04**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to execute Public/Private Partnership Program ("PPP") agreement amendments, for primary, dental, and specialty care services at public and private service sites, substantially similar to Exhibits I through IX, with the agencies listed in Attachments B and C, effective the date of Board approval through June 30, 2004, for a revised Fiscal Year ("FY") 2002-03 County maximum obligation of \$42,525,090, a FY 2003-04 total maximum obligation of \$45,894,271, and reallocate FY 2002-03 funding for a Disease Management Program to the Strategic Partners for a maximum obligation of \$5,560,017, effective upon Board approval through June 30, 2004 (Attachment B).
2. Approve and instruct the Director of Health Services, or his designee, to execute General Relief Health Care Program ("GR") agreement amendments, for primary care, substantially similar to Exhibit X, with the agencies listed in Attachments B and C, effective the date of Board approval through June 30, 2004, for a revised FY 2002-03 County maximum obligation of \$3,456,171 and a FY 2003-04 maximum obligation of \$1,748,672.
3. Approve and instruct the Director of Health Services, or his designee, to execute an agreement amendment, substantially similar to Exhibit XI, with Gary Bess Associates, to assist the Department of Health Services ("DHS" or "Department") and community clinics respond to federal officials during the review and approval phases for Federally Qualified Health Center ("FQHC") status. The amendment will be effective upon Board approval through June 30, 2004, for a FY 2003-04 maximum obligation of \$100,000.
4. Approve and instruct the Director of Health Services, or his designee to execute an agreement amendment with Simpson & Simpson Business and Personnel Services, substantially similar to Exhibit XII, to provide staffing to complete DHS and PPP agency applications for FQHC

designation and prepare for reviews by federal officials, effective upon Board approval through June 30, 2004, for a FY 2003-04 maximum obligation of \$110,000.

5. Approve and instruct the Director of Health Services, or his designee, to reduce the maximum obligation, for Agreement No. 71048, with American Insurance Administrators ("AIA"), a fully-owned subsidiary of Management Applied Programming, Inc., for medical claims adjudication services for the Physician Services for Indigents ("PSIP"), PPP and GR Programs, which will reduce the maximum obligation from \$1,962,518 to \$1,808,518, of which \$626,759 is offset by 1115 Waiver funds, \$709,000 is offset by SB 612 Administration funds, and \$472,759 is net County cost.
6. Find that special circumstances exist to justify a waiver of the jury service program requirement for subcontractors of certain hospital contractors providing services under the PPP and GR Agreements.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The County's Medicaid Demonstration project, 1115 Waiver, includes two major ambulatory care initiatives. First, ambulatory care services must be maintained at a specified level and provided through a network of DHS, PPP and GR sites. Secondly, the County must obtain FQHC status for its own ambulatory care sites and assist PPP contractors to obtain FQHC status as a strategy for maximizing Medi-Cal reimbursement during and after the 1115 Waiver.

To accomplish these initiatives, DHS has maintained and improved its contracts with PPP and GR providers; established a contract mechanism to efficiently pay PPP and GR claims; and established contracts with expert consultants and a temporary staffing agency to acquire short-term resources to assist DHS and PPPs to assess organizational abilities to meet FQHC requirements and then to submit applications where appropriate. However, in addition to needing Board action to extend these agreements, there are changes that must be made in the agreements at this time to 1) adjust for PPP and GR program shifts consistent with the Department's approved Strategic Plan and 2) ensure that FQHC applications submitted by DHS and on behalf of PPPs are received favorably and approved by the Health Resources and Services Administration ("HRSA") Branch of the U.S. Department of Health and Human Services.

PPP Strategic Partner Agreements

Over the past seven years, DHS has continued to seek your approval for adjustments in the PPP Program designed to improve patient care, increase accountability, streamline administrative requirements, etc. In general, the goal of the program has not changed, i.e. to provide the indigent, low-income, uninsured patient population with medical services. Patients must be at or below 133 1/3% of the Federal Poverty Level ("FPL") using the Certificate of Indigency ("COI") as self-verification of income to receive services.

The most recent program shift divided primary care partners into two classifications: Strategic Partners and Traditional Partners. There are 27 Strategic Partners with clinic capabilities and service scopes equivalent to a small DHS Comprehensive Health Center. Many of the Strategic Partners are organized clinic collaboratives seeking the most innovative strategies to care for patients with chronic illnesses like diabetes and asthma. There are 26 Traditional Partners who also have an important role, which is to continue to serve as the access point for individuals needing acute episodic care.

The current fee-for-visit reimbursement methodology is an all-inclusive visit rate regardless of the patient's condition, the duration of the visit, the associated procedures or medications, or the skills of the clinician. A review of the historical experience with PPP/GR services and health care literature makes it clear that this type of payment is not the best way to reimburse clinics for providing chronic care. The fee-for-service system does not consider the range of care management and interdisciplinary coordination that chronic care demands. For example, the system discourages the provision of services that are cost-effective but not reimbursed such as nurse advice lines. Consequently, in the coming months DHS will be seeking a different payment methodology for services to selected chronically ill patients that emphasizes improved coordination and cost-effectiveness of care. DHS anticipates that the final payment methodology that will be chosen will be some hybrid of capitation and fee-for-service. It will have the flexibility of capitation, but the payment will be partially based on approved costs for covered services. The longer-term vision is for payments to also include incentives based on health outcomes of the enrolled patient population.

One-time monies to fund the Strategic Partner disease management infrastructure expansion comes from: 1) reducing the maximum obligation of Traditional Partners who will not expend all of their funding by the end of FY 2002-03; 2) reprogramming funds for those Strategic Partners who will not expend all of their funding by the end of FY 2002-03; and 3) budgeting unallocated PPP/GR funding. The one-time funding must be allocated prior to July 1, 2003. As a result, funds for these services have been added to the agreements at this time. However, it will not be expended until DHS and the PPP Contractors agree to a scope of work and payment method, all of which will be brought to your Board for approval through a formal amendment in the future. DHS is currently working with the Strategic Partners on assessing their infrastructure needs. Thus, DHS is establishing a Disease Management Practice Collaborative which will bring together DHS and Strategic Partner clinicians to develop, implement, and evaluate uniform disease management activities. The collaborative will make recommendations based on objective data that will drive the final decisions on payment methodology, "covered services" under the chronic care model, and per patient payment rates for chronic care. There are several steps that the County and Strategic Partners will take together before we can determine the final payment methodology.

Extending Strategic Partner Rights and Responsibilities to Other PPP/GR Contracts

For the four (4) GR contracts held by PPP Strategic Partners, DHS is recommending that these GR contracts be terminated and the funding moved to the agency's Strategic Partner contract. There are two primary reasons for this recommendation. First, a significant number of GR patients would fit the eligibility criteria of patients who need to be in disease management programs, i.e. have one or more chronic diseases, are at risk for hospital-based and ER services without regular medical supervision, and have no resources to take advantage of risk reduction and support programs that are part of disease management. Secondly, there is more administrative work involved with GR claim processing than for PPP claim processing. Therefore, it is more cost-efficient for the Strategic Partners to process all claims as PPP claims. There is sufficient identifying information collected via the PPP claim for DHS to continue to track service utilization for GR recipients.

Rollover Funds for PPP Primary Care, Dental, and Specialty Contracts

Due to delays in completing the FY 2002-03 competitive bid process, the Board approved month-to-month agreements for all PPP providers effective from July 1, 2002 through September 30, 2002 (i.e., the first quarter of FY 2002-03) at the providers' FY 2001-02 allocation level to ensure there was not a break in service. Those agreements were terminated in September 2002, and the new agreements were

care facilities, including its PPP clinics. The level of assistance for each PPP interested and able to submit FQHC application has varied, depending on the status of their governing boards, the scope of service delivery, ability to quantify that patients come from medically underserved area(s), and the sophistication of administrative and billing systems and procedures.

Many PPP contractors opted out of the process or were excluded from the process based on a clear-cut determination that the agency would not be willing or able to make necessary organizational changes in the near future that would satisfy FQHC designation requirements. The consultants and temporary staff performed twenty-six complex organizational assessments, which included extensive consultations with clinic managers and their boards. The consultants worked with the new PPP contractors approved in October 2002 to assess organizational capabilities. In all, the consultants completed ten applications for PPP contractors. In addition, resources from the two FQHC contractors, Gary Bess Associates and Simpson & Simpson, were invaluable in ensuring that DHS met the deadline to submit its own FQHC application.

DHS is working with HRSA regarding FQHC applications submitted. Also, in addition to asking for additional information and clarification, many PPP's need consultant and staff assistance to prepare for HRSA on-site reviews.

The FY 2003-04 funding for Gary Bess Associates and Simpson & Simpson agreements is \$100,000 and \$110,000, respectively, both 100% net County cost.

AIA Agreement

The agreement with AIA is for medical claims adjudication services for the PSIP, PPP and GR Programs. The agreement is effective through September 30, 2003 with a maximum obligation of \$1,962,518. The amendment does not affect the funding for the PSIP Program which is \$709,000. The amendment decreases PPP and GR funding from \$1,253,518 to \$1,099,518, reducing the agreement total maximum obligation to \$1,808,518. Fewer claims were adjudicated due to reductions in the PPP and GR Programs during FY 2002-03.

FISCAL IMPACT/FINANCING:

Funding for all of the requested actions is included in the FY 2002-03 Adopted Budget and the FY 2003-04 requested budget. There is no additional net County cost associated with these actions.

PPP and GR Agreements

The total funding for PPP and GR contract amendments will be \$45,981,261 for FY 2002-03 and \$47,642,943 for FY 2003-04, offset by 1115 Waiver funds. This funding level is in alignment with the Department's recommendation in the Strategic Plan to reduce funding for PPP and GR services by \$15 million annually (\$12.5 million in FY 2002-03).

FQHC Agreements

The FY 2003-04 funding for the Gary Bess Associates and Simpson & Simpson agreement amendments is \$100,000 and \$110,000, respectively, both 100% net County cost. These agreements provide assistance to the Department and PPP agencies to acquire FQHC designation. Obtaining the

designation will bring increased Medi-Cal outpatient revenue by \$100 million annually over what DHS would receive without the designation. The agreements will not increase County costs.

AIA Agreement

The maximum obligation will be reduced from \$1,962,518 to \$1,808,518, of which \$1,099,518 is for the PPP and GR Programs. For the PPP and GR Programs, (\$626,759) is offset by the Medicaid Demonstration Project administrative reimbursement and 100% of the PSIP adjudication cost (\$709,000) is offset by California Healthcare for Indigents Program and SB 612 administrative funds. The remaining funding for the Amendment (\$472,759) is net County cost.

The following summarizes the funding distribution requested:

PPP	FY 2002-03	\$42,525,090
PPP	FY 2003-04	\$45,894,271
GR	FY 2002-03	\$ 3,456,171
GR	FY 2003-04	\$ 1,748,672
*DM	FY 2002-03 (date of Board approval thru 6/30/04)	\$ 5,560,017

*Disease Management Program

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The PPP and GR Programs for primary care and case management services and the PPP Program for dental and specialty care services provide the indigent, low-income, uninsured patient population with medical services throughout Los Angeles County at County and private facility sites. Patients must be at or below 133-1/3% of the FPL using the COI as self-verification of income, or who are determined to be eligible GR recipients of the County. The cost of services is offset by 1115 Waiver funds. Additionally, the PPP Program meets the 1115 Waiver's requirement to increase access to outpatient care through community based providers.

DHS will complete its development of a Disease Management Practice Collaborative, under the direction of the Director and Chief Medical Officer. The collaboration will provide recommendations to the Director on approved activities, covered services, rates, and payment methodology for the two new Strategic Partner program goals of Disease Management Infrastructure Expansion and Chronic Care Services. DHS will return to the Board for approval of the chronic care model, and payment structure which will utilize the one-time only funding.

GR contracts held by agencies with Strategic Partner designation are terminated effective July 1, 2003, and the funding will be rolled over to the Strategic Partner primary care contract which has more effective clinical services for the GR population.

The jury service ordinance requires County contractors and subcontractors to provide their full-time California employees with at least 5 days of jury service benefits. The PPP and GR contractors contend that such a requirement creates an unacceptable financial risk, especially to the extent it must be imposed on all subcontractors. These PPP and GR contractors are critical for DHS to continue to meet its obligations under 1115 Waiver.

The Honorable Board of Supervisors
June 5, 2003
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The recommended amendment forms (Exhibits I through XII) address all of the contract issues discussed above and are consistent with the current PPP and GR Program objectives for medical services, 1115 Waiver requirements, and include the latest Board and State requirements.

Exhibits I through XII have been approved as to use and form by County Counsel.

Attachments A, B, and C provide additional information.

CONTRACTING PROCESS:

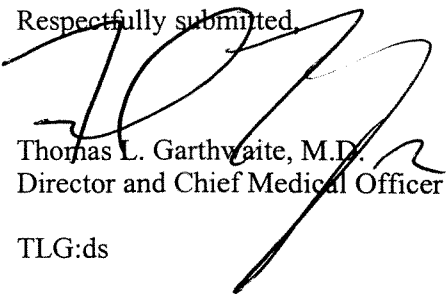
It is not appropriate to advertise amendments on the Los Angeles County Online Website.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Board's approval of these recommendations will provide for continued accessibility to health care services throughout Los Angeles County and enable DHS to meet obligations of the 1115 Waiver.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ds

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLCD2906.kg
6/10/03

**AMBULATORY CARE RELATED AGREEMENT AMENDMENTS
FOR FISCAL YEARS 2002-03 AND 2003-04**

**PUBLIC/PRIVATE PARTNERSHIP PROGRAM (PPP) AND GENERAL RELIEF HEALTH CARE (GR)
PROGRAM**

1. Type of Service:

Primary care and case management services, dental and specialty care services to the indigent low-income, uninsured patient population at County and private facility sites, who are at or below 133 1/3% of the Federal Poverty Level, or who are determined to be eligible General Relief recipients of the County.

2. Current Partners:

PPP and GR Programs for FY 2002-03	See Attachment B
PPP and GR Programs for FY 2003-04	See Attachment C

3. Term:

Effective the date of Board approval through June 30, 2003 and the date of Board approval through June 30, 2004.

4. Financial Information:

PPP	FY 2002-03	\$42,525,090
PPP	FY 2003-04	\$45,894,271
GR	FY 2002-03	\$ 3,476,171
GR	FY 2003-04	\$ 1,748,672
*DM	FY 2002-03 (date of Board approval thru 6/30/04)	\$ 5,560,017

*Disease Management Program

GARY BESS ASSOCIATES

1. Type of Service:

To prepare and submit applications for Medi-Cal reimbursement through the Federally Qualified Health Centers (FQHC)/Look-alike designation process.

2. Agency Address and Contact Person:

Gary Bess Associates
389 Wayland Road
Paradise, CA 95969
Contact Person: Dr. Gary Bess
Telephone: (530) 877-3426 Facsimile: (530) 877-3419

3. Term:

Effective upon Board approval through June 30, 2004.

4. Financial Information:

Total program costs for FY 2003-04 are \$100,000.

GEOGRAPHIC AREA TO BE SERVED:

Countywide

RESPONSIBLE FOR PROGRAM MONITORING:

Office of Ambulatory Care.

APPROVALS:

Office of Ambulatory Care: Ingrid Lamirault, Director

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel: Sharon A. Reichman, Senior Deputy County Counsel
Elizabeth J. Friedman, Senior Deputy County Counsel

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
JULY 1, 2003 THROUGH JUNE 30, 2004**

ATTACHMENT C

STRATEGIC PARTNER AGREEMENTS					
AGENCY/ HEADQUARTERS ADDRESS	CONTRACT NO.	SITE ADDRESS(ES)	SUP DIST	SPA	TOTAL FEE- FOR-SERVICE
ALTAMED MEDICAL GROUP 500 CITADEL DRIVE, SUITE 490 LOS ANGELES, CA 90040	H207911	10454 E. VALLEY BLVD., EL MONTE 91731	1	3	\$1,684,186
		9436 E. SLAUSON, PICO RIVERA 90660	1	7	
		5427 WHITTIER BLVD., STE. 101, LA 90022	1	7	
ARROYO VISTA FAMILY HEALTH FOUNDATION 6000 N. FIGUEROA ST. LOS ANGELES, CA 90042	H207883	6000 N. FIGUEROA ST., LOS ANGELES 90042	1	4	\$949,754
		2221 N. BROADWAY, LOS ANGELES 90031	1	4	
ASIAN PACIFIC HEALTH CARE VENTURE 1530 HILLHURST AVE, #200 LOS ANGELES, CA 90027	H207884	1530 HILLHURST AVE., #200, LA 90027	3	4	\$1,004,258
CALIFORNIA FAMILY CARE MEDICAL GROUP 1414 SOUTH GRAND AVE., 2ND FLOOR LOS ANGELES, CA 90015	H207841	1414 S. GRAND AVE., STE. 100, LA 90015	1	4	\$558,787
		3751 S. HARVARD BLVD., LA 90018	2	6	
		231 W. VERNON AVE., STE. 201, LA 90037	2	6	
CHINATOWN SERVICE CENTER 767 N. HILL ST., SUITE 200 LOS ANGELES, 90012	H207851	767 N. HILL ST., STE. 200, LOS ANGELES 90012	1	4	\$360,951
CLINICA MSR. OSCAR ROMERO 123 SOUTH ALVARADO ST. LOS ANGELES, CA 90057	H207867	123 S. ALVARADO ST., LOS ANGELES 90057	1	4	\$1,385,969
COMMUNITY HEALTH ALLIANCE OF PASADENA 1855 NORTH FAIR OAKS AVE., SUITE 200 PASADENA, CA 91103	H207936	1855 FAIR OAKS AVE., #200, PASADENA 91103	5	3	\$800,577
EAST VALLEY COMMUNITY HEALTH CENTER 420 SOUTH GLENDORA AVE. WEST COVINA, CA 91790	H207882	680 FAIRPLEX DR., POMONA 91768	1	3	\$2,355,114
		420 S. GLENDORA AVE., WEST COVINA 91790	5	3	
EISNER PEDIATRIC & FAMILY MEDICAL CENTER 1530 SOUTH OLIVE STREET LOS ANGELES, CA 90015	H207842	1530 S. OLIVE ST., LOS ANGELES 90015	1	4	\$1,165,694
EL PROYECTO DEL BARRIO 8902 WOODMAN AVE., ARLETA, CA 91331	H207912	8902 WOODMAN AVE., ARLETA 91331	3	2	\$1,627,698
		20800 SHERMAN WAY, CANOGA PARK 91306	3	2	
FRANCISCAN CLINIC/QUEENSCARE 1300 NORTH VERMONT, SUITE 1002 LOS ANGELES, CA 90027	H207880	4448 YORK BLVD., LOS ANGELES 90041	1	4	\$4,159,687
		150 N. RENO ST., LOS ANGELES 90026	1	4	
		3242 W. 8TH ST., LOS ANGELES 90005	2	4	
		4618 FOUNTAIN AVE., LOS ANGELES 90028	3	4	
		133 N. SUNOL ST., LOS ANGELES 90063	1	7	
JWCH INSTITUTE, INC. 1910 W. SUNSET BLVD., SUITE 650 LOS ANGELES, CA 90026	H207892	721 E. 5TH ST., LOS ANGELES 90013	2	4	\$3,350
		515 E. 6TH ST., LOS ANGELES 90021	2	4	
LITTLE COMPANY OF MARY HEALTH SERVICES 2601 AIRPORT DRIVE, SUITE 220 TORRANCE, CA 90505	H207873	21501 S. AVALON BLVD., CARSON 90745	2	8	\$184,535
LOS ANGELES FREE CLINIC 8405 BEVERLY BLVD., LOS ANGELES, CA 90048	H207878	8405 BEVERLY BLVD., LOS ANGELES 90048	3	4	\$1,182,523
		6043 HOLLYWOOD BLVD., LOS ANGELES 90028	3	4	
		5205 MELROSE AVE., LOS ANGELES 90038	3	4	
MISSION CITY COMMUNITY NETWORK 15206 PARTHENIA STREET NORTH HILLS, CA 91343	H207874	15206 PARTHENIA ST., NORTH HILLS 91343	3	2	\$822,626
		4842 HOLLYWOOD BLVD., LOS ANGELES 90027	3	4	
NORTHEAST COMMUNITY CLINIC 2550 W. MAIN STREET, SUITE 301 ALHAMBRA, CA 91801	H207885	5809 N. FIGUEROA ST., LOS ANGELES 90042	1	4	\$488,004
NORTHEAST VALLEY HEALTH CORPORATION 1172 N. MACLAY AVENUE SAN FERNANDO, CA 91340	H207872	12756 VAN NUYS BLVD., PACOIMA 91331	3	2	\$1,706,566
		1600 SAN FERNANDO ROAD, SAN FERN 91340	3	2	
SOUTH BAY FAMILY HEALTH CARE 23430 HAWTHORNE BLVD. SUITE 210 TORRANCE, CA 90505	H207926	742 WEST GARDENA BLVD., GARDENA 90247	2	8	\$1,786,142
		1091 S. LA BREA, INGLEWOOD 90301	2	8	
		2114 ARTESIA BLVD., REDONDO BEACH 90277	4	8	
SOUTH CENTRAL FAMILY HEALTH CENTER 4425 S. CENTRAL AVENUE LOS ANGELES, CA 90011	H207903	4425 SOUTH CENTRAL AVE., LOS ANGELES 90011	2	6	\$735,352
ST. JOHN'S WELL CHILD CENTER 514 WEST ADAMS BLVD. LOS ANGELES, CA 90007	H207854	2115-A N. WILMINGTON AVE., COMPTON 90222	1	6	\$523,661
		515 W. 27TH ST., LOS ANGELES 90007	1	6	
T.H.E. CLINIC 3860 W. MLK BLVD. LOS ANGELES, CA 90008	H207843	3860 W. MLK BLVD., LOS ANGELES 90008	2	6	\$287,070
		3834 S. WESTERN AVE., LOS ANGELES 90062	2	6	
TARZANA TREATMENT CENTER	H207895	44222 N. 10TH STREET, LANCASTER 93534	5	1	\$1,390,550

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
JULY 1, 2003 THROUGH JUNE 30, 2004**

ATTACHMENT C

STRATEGIC PARTNER AGREEMENTS

18646 OXNARD ST. TARZANA, CA 91356		18646 OXNARD ST., TARZANA 91356	3	2	
THE CHILDREN'S CLINIC	H207850	2801 ATLANTIC AVE., LONG BEACH 90801	4	8	\$1,303,424
2801 ATLANTIC AVE.		1057 PINE AVENUE, LONG BEACH 90813	4	8	
LONG BEACH, CA 90801		1060 EAST 70TH STREET, LONG BEACH 90805	4	8	
VALLEY COMMUNITY CLINIC	H207908	6801 COLDWATER CYN. AVE., STE. 1B, NH 91605	3	2	\$1,191,811
6801 COLDWATER CANYON AVE, SUITE 1B NORTH HOLLYWOOD, CA 91605					
VENICE FAMILY CLINIC	H207914	4909 MARIONWOOD DR., CULVER CITY 90230	2	5	\$3,142,426
604 ROSE AVE		4034 IRVING PL., CULVER CITY 90232	2	5	
VENICE, CA 90291		604 ROSE AVENUE, VENICE 90291	3	5	
		905 VENICE BLVD., VENICE 90291	3	5	
		2509 PICO BLVD., SANTA MONICA 90505	3	5	
WESTSIDE FAMILY HEALTH CENTER	H207853	1711 OCEAN PARK BLVD., SANTA MONICA 90405	3	5	\$310,063
1711 OCEAN PARK BLVD. SANTA MONICA, CA 90405					
TOTAL - STRATEGIC PARTNERS					\$31,110,778

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
JULY 1, 2003 THROUGH JUNE 30, 2004**

ATTACHMENT C

TRADITIONAL PARTNER AGREEMENTS

AGENCY/ HEADQUARTERS ADDRESS	CONTRACT NO.	SITE ADDRESS(ES)	SUP DIST	SPA	TOTAL
AVALON MUNICIPAL HOSPITAL/CLINIC P.O. BOX 1563 AVALON, CA 90704	H207985	100 FALLS CANYON ROAD, AVALON 90704	4	8	\$46,719
BAART, INC. 1111 MARKET STREET SAN FRANCISCO, CA 94103-1513	H207881	15229 E. AMAR RD., LA PUENTE, 91744 4920 S. AVALON, LOS ANGELES, 90011	1 2	3 6	\$842,196
BIENVENIDOS CHILDREN'S CENTER 205 E. PALM STREET ALTADENA, CA 91001	H207863	5257 E. BEVERLY BLVD., E. LOS ANGELES, 90022	1	7	\$199,168
CENTRAL CITY COMMUNITY HEALTH CENTER 5230 E. BEVERLY BLVD. LOS ANGELES, CA 90022	H207852	5970 S. CENTRAL AVE., LOS ANGELES, 90011	2	6	\$337,364
CENTRAL NEIGHBORHOOD MEDICAL GROUP, INC. 2707 S. CENTRAL AVE. LOS ANGELES, CA 90011	H207876	2707 S. CENTRAL AVE., LOS ANGELES, 90011	2	6	\$150,000
COMPTON CENTRAL HEALTH CLINIC, INC. 201 N. CENTRAL AVE. COMPTON, CA 90220	H207921	201 N. CENTRAL AVE., COMPTON, 90220	2	6	\$50,000
DURFEE FAMILY CARE MEDICAL GROUP 2006 DURFEE AVE EL MONTE, CA 91733	H207845	2006 DURFEE AVE., EL MONTE, 91733	1	3	\$250,313
EL DORADO COMMUNITY SERVICE CENTER 4450 W. CENTURY BLVD INGLEWOOD, CA 90304	H207879	8207 WHITTIER BLVD., PICO RIVERA, 90660 4450 W. CENTURY BLVD., INGLEWOOD, 90304 4023 MARINE AVE., LAWDALE, 90260	1 2 2	7 8 8	\$340,955
FAMILY HEALTH CARE CENTERS OF GREATER LA 6501 S. GARFIELD AVE. BELL GARDENS, CA 90201	H207918	6501 S. GARFIELD AVE., BELL GARDENS, 90201	1	7	\$320,377
GOOD SAMARITAN HEALTH FOUNDATION, INC 934 ATLANTIC AVE LONG BEACH, CA 90813	H207899	4082 WHITTIER BLVD., STE. 101, LA, 90023	1	7	\$30,000
HARBOR FREE CLINIC 599 W. 9TH STREET SAN PEDRO, CA 90731	H207864	599 W. 9TH, SAN PEDRO, 90731	4	8	\$293,506
KOMFORT-CARE HEALTH PLAN P.O. BOX 26405 LOS ANGELES, CA 90026	H2079235	8500 S. FIGUEROA ST., #101, LOS ANGELES, 90044	2	6	\$200,000
KOREAN HEALTH, EDUCATION, INFOR & RESEARCH 266 S. HARVARD BLVD., 3RD FL, LOS ANGELES, CA 90004	H207893	266 S. HARVARD BLVD., 3RD FL, LOS ANGELES 90004	2	4	\$100,000
KORYO HEALTH FOUNDATION COMMUNITY CLINIC 1058 S. VERMONT AVE. LOS ANGELES, CA 90006	H207900	1058 S. VERMONT AVE., LOS ANGELES, 90006	2	4	\$86,431
POMONA VALLEY MEDICAL CENTER 1798 N. GAREY AVE. POMONA, CA 91767	H207849	1770 N. ORANGE GROVE, POMONA, 91767 825 N. PARK AVE., POMONA, 91767	1 1	3 3	\$211,226
RAMONA HEALTH PLAN MEDICAL GROUP 14051 E. RAMONA PKWY BALDWIN PARK, CA 91706	H-207904	14051 RAMONA BLVD., BALDWIN PARK, 91706	1	3	\$280,050
SACRED HEART FAMILY MEDICAL CLINICS, INC. 8540 ALONDRA BLVD. PARAMOUNT, CA 90723	H207848	8540 ALONDRA BLVD., PARAMOUNT, 90723	4	6	\$50,000
SAMUEL DIXON FAMILY HEALTH CENTER, INC. 30257 SAN MARTINEZ ROAD VAL VERDE, CA 91384	H207844	27225 CAMP PLENTY RD., #2, CANYON CNTRY 91351	5	2	\$50,000
SHENG CHANG, MD, INC. 500 N. GARFIELD Ave. #210 MONTEREY PARK, CA 91754	H207919	500 N. GARFIELD AVE., STE. 210, MONTEREY PRK 91754	1	3	\$10,000
SOUTH ATLANTIC MEDICAL GROUP 5504 WHITTIER BLVD. LOS ANGELES, CA 90022	H207862	2616 CLARIDON AVE., HUNTINGTON PARK 90250	1	7	\$100,000
THE CHURCH OF OUR SAVIOUR 4368 SANTA ANITA AVE. EL MONTE, CA 91731	H207913	4368 SANTA ANITA AVE., EL MONTE 91731	1	3	\$100,000
UMMA FREE CLINIC 711 W. FLORENCE AVE LOS ANGELES, CA 90044	H207917	711 W. FLORENCE AVE., LOS ANGELES 90044	2	6	\$240,000

PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
JULY 1, 2003 THROUGH JUNE 30, 2004

ATTACHMENT C

TRADITIONAL PARTNER AGREEMENTS

VISITING NURSE HOME SERVICES 101 S. FIRST ST., SUITE 1000 BURBANK, CA 91502	H207905	44733 N. DATE AVE., LANCASTER 93534	5	1	\$37,235
WESTSIDE NEIGHBORHOOD CLINIC 1436 W. 23RD STREET LONG BEACH, CA 90810	H207846	1436 W. 23RD ST., LONG BEACH 90810	4	8	\$360,350
WILMINGTON COMMUNITY CLINIC 1009 N. AVALON BLVD. WILMINGTON, CA 90744	H207909	1009 N. AVALON BLVD., WILMINGTON 90744	4	8	\$400,000
YU CARE MEDICAL GROUP, INC. 210 GARFIELD AVE, SUITE 203 MONTEREY PARK, CA 91754	H207910	210 N. GARFIELD AVE., STE. 203, MON PK 91754	1	3	\$503,112
TOTAL - TRADITIONAL PARTNERS					\$5,589,002

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
JULY 1, 2003 THROUGH JUNE 30, 2004**

ATTACHMENT C

SPECIALTY, TAKEOVER, AND CO-LOCATION AGREEMENTS

AGENCY	CONTRACT NO.	SITE ADDRESS	SUP DIST	SPA	TOTAL
SPECIALTY CARE SERVICES					
LOS ANGELES FREE CLINIC 8405 BEVERLY BLVD, LOS ANGELES, CA 90048	H207877	8405 BEVERLY BLVD., LOS ANGELES 90048	3	4	\$198,334
VENICE FAMILY CLINIC 604 ROSE AVE, VENICE 90291	H207907	4909 MARIONWOOD DR., CULVER CITY 90230	2	5	\$145,632
		4034 IRVING PL., CULVER CITY 90232	2	5	
		604 ROSE AVENUE, VENICE 90291	3	5	
		905 VENICE BLVD., VENICE 90291	3	5	
SUBTOTAL					\$343,966
TAKEOVERS					
FAMILY HEALTH CARE CENTERS OF GREATER LA 6501 S. GARFIELD AVE. BELL GARDENS, CA 90201	H207898	22310 WARDHAM ST, HAWAIIAN GARDENS 90716	4	7	\$348,682
NORTHEAST VALLEY HEALTH CORPORATION- CANOGA PARK 1172 N. MACLAY AVENUE SAN FERNANDO, CA 91340	H207894	7107 REMMET AVE., CANOGA PARK 91303	3	2	\$373,561
NORTHEAST VALLEY HEALTH CORP - VALENCIA HC 1172 N. MACLAY AVENUE SAN FERNANDO, CA 91340	H207894	23763 VALENCIA BLVD., VALENCIA 91355	5	2	\$180,943
SUBTOTAL					\$903,186
CO-LOCATIONS					
CHILDREN'S DENTAL FOUNDATION - BELLFLOWER HC 2801 ATLANTIC AVE., LONG BEACH, CA 90806	H207946	10005 E. FLOWER ST., BELLFLOWER 90706	4	8	\$388,078
HARBOR FREE CLINIC - HARBOR HC 599 W. 6TH STREET SAN PEDRO, CA 90731	H-207868	731 S. BEACON ST., SAN PEDRO 90731	4	8	\$106,494
JWCH INSTITUTE - WEINGART 1910 W. SUNSET SUITE 650 LOS ANGELES, CA 90026	H207891	515 E. 6TH ST., LOS ANGELES 90021	2	4	\$1,722,801
LOS ANGELES FREE CLINIC - HOLLY-WILSHIRE HC 8405 BEVERLY BLVD. LOS ANGELES, CA 90048	H207875	5205 MELROSE AVE., LOS ANGELES 90038	3	4	\$1,680,005
POMONA VALLEY HOSPITAL - POMONA HC 1798 N. GAREY AVE. POMONA, CA 91767	H207847	750 S. PARK AVE., POMONA 91766	1	3	\$483,610
T.H.E. CLINIC - RUTH TEMPLE HC 3860 W. MLK BLVD., LOS ANGELES, CA 90008	H207865	3834 S. WESTERN AVE., LOS ANGELES 90062	2	6	\$128,313
SUBTOTAL					\$4,509,301
TOTAL - SPECIALTY CARE, TAKEOVER, AND CO-LOCATIONS					\$5,756,453

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
JULY 1, 2003 THROUGH JUNE 30, 2004**

ATTACHMENT C

DENTAL SERVICES AGREEMENT					
AGENCY	CONTRACT NO.	SITE ADDRESS	SUP DIST	SPA	TOTAL
ARROYO VISTA FAMILY HEALTH FOUNDATION 6000 N. FIGUEROA ST. LOS ANGELES, CA 90042	H207923	6000 N. FIGUEROA ST., LOS ANGELES 90042	1	4	\$263,415
CHILDREN'S DENTAL FOUNDATION 2801 ATLANTIC AVE., LONG BEACH, CA 90806	H207896	2801 ATLANTIC AVE., LONG BEACH, 90806	4	8	\$245,466
CLINICA MSR. OSCAR ROMERO 123 SOUTH ALVARADO ST. LOS ANGELES, CA 90057	H207866	123 S. ALVARADO ST., LOS ANGELES 90057	1	4	\$183,755
COMMUNITY HEALTH ALLIANCE OF PASADENA 1855 NORTH FAIR OAKS AVE., STE 200 PASADENA, CA 91103	H207897	1855 FAIR OAKS AVE., STE. 200, PASADENA 91103	5	3	\$210,000
EISNER PEDIATRIC & FAMILY MEDICAL CENTER 1530 SOUTH OLIVE STREET LOS ANGELES, CA 90015	H207938	1530 S. OLIVE ST., LOS ANGELES 90015	1	4	\$399,307
FRANCISCAN CLINIC/QUEENSCARE 1300 NORTH VERMONT, SUITE 1002 LOS ANGELES, CA 90027	H207925	4444 YORK BLVD., LOS ANGELES 90041	1	4	\$793,799
		150 N. RENO ST., LOS ANGELES 90026	1	4	
		3242 W. 8TH ST. LOS ANGELES 90005	2	4	
		4618 FOUNTAIN AVE., LOS ANGELES 90028	3	4	
		133 N. SUNOL ST., LOS ANGELES 90063	1	7	
LOS ANGELES FREE CLINIC 8405 BEVERLY BLVD., LOS ANGELES, CA 90048	H207922	8405 BEVERLY BLVD., LOS ANGELES 90048	3	4	\$548,334
NORTHEAST VALLEY HEALTH CORPORATION 1172 N. MACLAY AVENUE SAN FERNANDO, CA 91340	H207924	1600 SAN FERNANDO RD, SAN FERNANDO 91340	3	2	\$250,000
		12756 VAN NUYS BLVD., PACOIMA 91331	3	2	
SOUTH BAY FAMILY HEALTH CARE 23430 HAWTHORNE BLVD. SUITE 210 TORRANCE, CA 90505	H207920	2114 ARTESIA BLVD., REDONDO BEACH 90277	4	8	\$185,628
		742 W. GARDENA BLVD., GARDENA 90247	2	8	
ST. JOHN'S WELL CHILD CENTER 514 WEST ADAMS BLVD. LOS ANGELES, CA 90007	H207902	515 W. 27TH ST., LOS ANGELES 90007	1	6	\$226,667
VENICE FAMILY CLINIC 604 ROSE AVE VENICE, CA 90291	H207906	323 S. LINCOLN BLVD., VENICE 90291	3	5	\$131,667
TOTAL - DENTAL SERVICES					\$3,438,038

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
JULY 1, 2003 THROUGH JUNE 30, 2004**

ATTACHMENT C

GENERAL RELIEF HEALTH CARE PROGRAM

AGENCY	CONTRACT NO.	SITE ADDRESS	SUP DIST	SPA	TOTAL
BAART, INC. 1926 WEST BEVERLY BLVD. LOS ANGELES, CA 90057	H213286	1926 W. BEVERLY BLVD., LOS ANGELES 90057	1	4	\$205,228
		6411 HOLLYWOOD BLVD., 2ND FL, LA 90028	3	4	
BROADWAY FAMILY MEDICAL CENTER 519 E. BROADWAY BLVD. GLENDALE, CA 91205	H204998	519 E. BROADWAY BLVD., GLENDALE 91205	5	2	\$1,190,213
EAST LOS ANGELES HEALTH TASK FORCE 630 SOUTH ST. LOUIS STREET LOS ANGELES, CA 90023	H204995	2120 E. 6TH STREET, LOS ANGELES 90023	1	4	\$353,231
TOTAL - GENERAL RELIEF HEALTH CARE PROGRAM					\$1,748,672

PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
OCTOBER 1, 2002 - JUNE 30, 2003
and
DISEASE MANAGEMENT
JUNE 17, 2003 - JUNE 30, 2004

ATTACHMENT B

STRATEGIC PARTNER PRIMARY CARE SERVICES AGREEMENT AMENDMENT

AGENCY/ HEADQUARTERS ADDRESS	CONTRACT NO.	SITE ADDRESS(ES)	SUP DIST	SPA	FEE-FOR-SERVICE	DISEASE MGMT. PROGRAM (06/17/03-06/30/04)
ALTAMED MEDICAL GROUP 500 CITADEL DRIVE, SUITE 490 LOS ANGELES, CA 90040	H207911	10454 E. VALLEY BLVD., EL MONTE 91731 9436 E. SLAUSON, PICO RIVERA 90660 5427 WHITTIER BLVD., STE. 101, LA 90022	1 1 1	3 7 7	(\$150,000)	\$662,754
ARROYO VISTA FAMILY HEALTH FOUNDATION 6000 N. FIGUEROA ST. LOS ANGELES, CA 90042	H207883	6000 N. FIGUEROA ST., LOS ANGELES 90042 2221 N. BROADWAY, LOS ANGELES 90031	1 1	4 4	\$0	\$360,977
ASIAN PACIFIC HEALTH CARE VENTURE 1530 HILLHURST AVE., #200 LOS ANGELES, CA 90027	H207884	1530 HILLHURST AVE., #200, LA 90027	3	4	\$21,312	\$83,245
CALIFORNIA FAMILY CARE MEDICAL GROUP 1414 SOUTH GRAND AVE., 2ND FLOOR LOS ANGELES, CA 90015	H207841	1414 S. GRAND AVE., STE. 100, LA 90015 3751 S. HARVARD BLVD., LA 90018 231 W. VERNON AVE., STE. 201, LA 90037	1 2 2	4 6 6	(\$221,846)	\$305,091
CHINATOWN SERVICE CENTER 767 N. HILL ST., SUITE 200 LOS ANGELES, 90012	H207851	767 N. HILL ST., STE. 200, LOS ANGELES 90012	1	4	\$0	\$83,245
CLINICA MSR. OSCAR ROMERO 123 SOUTH ALVARADO ST. LOS ANGELES, CA 90057	H207867	123 S. ALVARADO ST., LOS ANGELES 90057	1	4	\$0	\$83,245
COMMUNITY HEALTH ALLIANCE OF PASADENA 1855 NORTH FAIR OAKS AVE., SUITE 200 PASADENA, CA 91103	H207936	1855 FAIR OAKS AVE., #200, PASADENA 91103	5	3	\$0	\$83,245
EAST VALLEY COMMUNITY HEALTH CENTER 420 SOUTH GLENDORA AVE. WEST COVINA, CA 91790	H207882	680 FAIRPLEX DR., POMONA 91768 420 S. GLENDORA AVE., WEST COVINA 91790	1 5	3 3	\$0	\$83,245
EISNER PEDIATRIC & FAMILY MEDICAL CENTER 1530 SOUTH OLIVE STREET LOS ANGELES, CA 90015	H207842	1530 S. OLIVE ST., LOS ANGELES 90015	1	4	(\$6,893)	\$90,138
EL PROYECTO DEL BARRIO 8902 WOODMAN AVE., ARLETA, CA 91331	H207912	8902 WOODMAN AVE., ARLETA 91331 20800 SHERMAN WAY, CANOGA PARK 91306	3 3	2 2	\$159,971	\$536,359
FRANCISCAN CLINIC/QUEENS CARE 1300 NORTH VERMONT, SUITE 1002 LOS ANGELES, CA 90027	H207880	4448 YORK BLVD., LOS ANGELES 90041 150 N. RENO ST., LOS ANGELES 90026 3242 W. 8TH ST., LOS ANGELES 90005 4618 FOUNTAIN AVE., LOS ANGELES 90028 133 N. SUNOL ST., LOS ANGELES 90063	1 1 2 3 1	4 4 4 4 7	\$278,388	\$103,245
JWCH INSTITUTE, INC. 1910 W. SUNSET BLVD., SUITE 650 LOS ANGELES, CA 90026	H207892	721 E. 5TH ST., LOS ANGELES 90013 515 E. 6TH ST., LOS ANGELES 90021	2 2	4 4	(\$307,239)	\$83,245
LITTLE COMPANY OF MARY HEALTH SERVICES 2601 AIRPORT DRIVE, SUITE 220 TORRANCE, CA 90505	H207873	21501 S. AVALON BLVD., CARSON 90745	2	8	\$0	\$83,245
LOS ANGELES FREE CLINIC 8405 BEVERLY BLVD., LOS ANGELES, CA 90048	H207878	8405 BEVERLY BLVD., LOS ANGELES 90048 6043 HOLLYWOOD BLVD., LOS ANGELES 90028 5205 MELROSE AVE., LOS ANGELES 90038	3 3 3	4 4 4	\$100,000	\$445,361
MISSION CITY COMMUNITY NETWORK 15206 PARTHENIA STREET NORTH HILLS, CA 91343	H207874	15206 PARTHENIA ST., NORTH HILLS 91343 4842 HOLLYWOOD BLVD., LOS ANGELES 90027	3 3	2 4	\$18,750	\$83,245
NORTHEAST COMMUNITY CLINIC 2550 W. MAIN STREET, SUITE 301 ALHAMBRA, CA 91801	H207885	5809 N. FIGUEROA ST., LOS ANGELES 90042	1	4	\$462	\$83,245
NORTHEAST VALLEY HEALTH CORPORATION 1172 N. MACLAY AVENUE SAN FERNANDO, CA 91340	H207872	12756 VAN NUYS BLVD., PACOIMA 91331 1600 SAN FERNANDO ROAD, SAN FERN 91340	3 3	2 2	\$0	\$220,075
SOUTH BAY FAMILY HEALTH CARE 23430 HAWTHORNE BLVD. SUITE 210 TORRANCE, CA 90505	H207926	742 WEST GARDENA BLVD., GARDENA 90247 1091 S. LA BREA, INGLEWOOD 90301 2114 ARTESIA BLVD., REDONDO BEACH 90277	2 2 4	8 8 8	(\$514,180)	\$733,075
SOUTH CENTRAL FAMILY HEALTH CENTER 4425 S. CENTRAL AVENUE LOS ANGELES, CA 90011	H207903	4425 SOUTH CENTRAL AVE., LOS ANGELES 90011	2	6	\$0	\$83,245
ST. JOHN'S WELL CHILD CENTER 514 WEST ADAMS BLVD. LOS ANGELES, CA 90007	H207854	2115-A N. WILMINGTON AVE., COMPTON 90222 515 W. 27TH ST., LOS ANGELES 90007	1 1	6 6	\$15,938	\$83,245
T.H.E. CLINIC 3860 W. MLK BLVD. LOS ANGELES, CA 90008	H207843	3860 W. MLK BLVD., LOS ANGELES 90008 3834 S. WESTERN AVE., LOS ANGELES 90062	2 2	6 6	\$0	\$83,245

PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
OCTOBER 1, 2002 - JUNE 30, 2003
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DISEASE MANAGEMENT
JUNE 17, 2003 - JUNE 30, 2004

ATTACHMENT B

STRATEGIC PARTNER PRIMARY CARE SERVICES AGREEMENT AMENDMENT

AGENCY/ HEADQUARTERS ADDRESS	CONTRACT NO.	SITE ADDRESS(ES)	SUP DIST	SPA	FEE-FOR-SERVICE	DISEASE MGMT. PROGRAM (06/17/03-06/30/04)
TARZANA TREATMENT CENTER 18646 OXNARD ST. TARZANA, CA 91356	H207895	44222 N. 10TH STREET, LANCASTER 93534	5	1	\$334,174	\$128,245
		18646 OXNARD ST., TARZANA 91356	3	2		
THE CHILDREN'S CLINIC 2801 ATLANTIC AVE. LONG BEACH, CA 90801	H207850	2801 ATLANTIC AVE., LONG BEACH 90801	4	8	(\$138,000)	\$349,699
		1057 PINE AVENUE, LONG BEACH 90813	4	8		
		1060 EAST 70TH STREET, LONG BEACH 90805	4	8		
VALLEY COMMUNITY CLINIC 6801 COLDWATER CANYON AVE, SUITE 1B NORTH HOLLYWOOD, CA 91605	H207908	6801 COLDWATER CYN. AVE., STE. 1B, NH 91605	3	2	\$0	\$83,245
VENICE FAMILY CLINIC 604 ROSE AVE VENICE, CA 90291	H207914	4909 MARIONWOOD DR., CULVER CITY 90230	2	5	\$0	\$459,568
		4034 IRVING PL., CULVER CITY 90232	2	5		
		604 ROSE AVENUE, VENICE 90291	3	5		
		905 VENICE BLVD., VENICE 90291	3	5		
		2509 PICO BLVD., SANTA MONICA 90505	3	5		
WESTSIDE FAMILY HEALTH CENTER 1711 OCEAN PARK BLVD. SANTA MONICA, CA 90405	H207853	1711 OCEAN PARK BLVD., SANTA MONICA 90405	3	5	\$4,457	\$83,245
TOTAL - STRATEGIC PARTNERS					(\$404,706)	\$5,560,017

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
OCTOBER 1, 2002 THROUGH JUNE 30, 2003**

ATTACHMENT B

TRADITIONAL PARTNER AGREEMENTS

AGENCY/ HEADQUARTERS ADDRESS	CONTRACT NO.	SITE ADDRESS(ES)	SUP DIST	SPA	TOTAL
AVALON MUNICIPAL HOSPITAL/CLINIC P.O. BOX 1563 AVALON, CA 90704	H207985	100 FALLS CANYON ROAD, AVALON 90704	4	8	\$0
BAART, INC. 1111 MARKET STREET SAN FRANCISCO, CA 94103-1513	H207881	15229 E. AMAR RD., LA PUENTE, 91744 4920 S. AVALON, LOS ANGELES, 90011	1 2	3 6	\$143,837
BIENVENIDOS CHILDREN'S CENTER 205 E. PALM STREET ALTADENA, CA 91001	H207863	5257 E. BEVERLY BLVD., E. LOS ANGELES, 90022	1	7	\$0
CENTRAL CITY COMMUNITY HEALTH CENTER 5230 E. BEVERLY BLVD. LOS ANGELES, CA 90022	H207852	5970 S. CENTRAL AVE., LOS ANGELES, 90011	2	6	\$13,381
CENTRAL NEIGHBORHOOD MEDICAL GROUP, INC. 2707 S. CENTRAL AVE. LOS ANGELES, CA 90011	H207876	2707 S. CENTRAL AVE., LOS ANGELES, 90011	2	6	(\$83,706)
COMPTON CENTRAL HEALTH CLINIC, INC. 201 N. CENTRAL AVE. COMPTON, CA 90220	H207921	201 N. CENTRAL AVE., COMPTON, 90220	2	6	\$0
DURFEE FAMILY CARE MEDICAL GROUP 2006 DURFEE AVE EL MONTE, CA 91733	H207845	2006 DURFEE AVE., EL MONTE, 91733	1	3	\$5,495
EL DORADO COMMUNITY SERVICE CENTER 4450 W. CENTURY BLVD INGLEWOOD, CA 90304	H207879	8207 WHITTIER BLVD., PICO RIVERA, 90660 4450 W. CENTURY BLVD., INGLEWOOD, 90304 4023 MARINE AVE., LAWDALE, 90260	1 2 2	7 8 8	\$2,651
FAMILY HEALTH CARE CENTERS OF GREATER LA 6501 S. GARFIELD AVE. BELL GARDENS, CA 90201	H207918	6501 S. GARFIELD AVE., BELL GARDENS, 90201	1	7	\$0
GOOD SAMARITAN HEALTH FOUNDATION, INC 934 ATLANTIC AVE LONG BEACH, CA 90813	H207899	4082 WHITTIER BLVD., STE. 101, LA, 90023	1	7	(\$15,000)
HARBOR FREE CLINIC 599 W. 9TH STREET SAN PEDRO, CA 90731	H207864	599 W. 9TH, SAN PEDRO, 90731	4	8	\$5,933
KOMFORT-CARE HEALTH PLAN P.O. BOX 26405 LOS ANGELES, CA 90026	H2079235	8500 S. FIGUEROA ST., #101, LOS ANGELES, 90044	2	6	(\$89,557)
KOREAN HEALTH, EDUCATION, INFOR & RESEARCH 266 S. HARVARD BLVD., 3RD FL, LOS ANGELES, CA 90004	H207893	266 S. HARVARD BLVD., 3RD FL, LOS ANGELES 90004	2	4	\$0
KORYO HEALTH FOUNDATION COMMUNITY CLINIC 1058 S. VERMONT AVE. LOS ANGELES, CA 90006	H207900	1058 S. VERMONT AVE., LOS ANGELES, 90006	2	4	\$1,394
POMONA VALLEY MEDICAL CENTER 1798 N. GAREY AVE. POMONA, CA 91767	H207849	1770 N. ORANGE GROVE, POMONA, 91767 825 N. PARK AVE., POMONA, 91767	1 1	3 3	(\$161,595)
RAMONA HEALTH PLAN MEDICAL GROUP 14051 E. RAMONA PKWY BALDWIN PARK, CA 91706	H-207904	14051 RAMONA BLVD., BALDWIN PARK, 91706	1	3	\$0
SACRED HEART FAMILY MEDICAL CLINICS, INC. 8540 ALONDRA BLVD. PARAMOUNT, CA 90723	H207848	8540 ALONDRA BLVD., PARAMOUNT, 90723	4	6	(\$17,394)
SAMUEL DIXON FAMILY HEALTH CENTER, INC. 30257 SAN MARTINEZ ROAD VAL VERDE, CA 91384	H207844	27225 CAMP PLENTY RD., #2, CANYON CNTRY 91351	5	2	\$0
SHENG CHANG, MD, INC. 500 N. GARFIELD Ave. #210 MONTEREY PARK, CA 91754	H207919	500 N. GARFIELD AVE., STE. 210, MONTEREY PRK 91754	1	3	\$0
SOUTH ATLANTIC MEDICAL GROUP 5504 WHITTIER BLVD. LOS ANGELES, CA 90022	H207862	2616 CLARIDON AVE., HUNTINGTON PARK 90250	1	7	\$0
THE CHURCH OF OUR SAVIOUR 4368 SANTA ANITA AVE. EL MONTE, CA 91731	H207913	4368 SANTA ANITA AVE., EL MONTE 91731	1	3	\$0

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
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ATTACHMENT B

TRADITIONAL PARTNER AGREEMENTS

UMMA FREE CLINIC 711 W. FLORENCE AVE LOS ANGELES, CA 90044	H207917	711 W. FLORENCE AVE., LOS ANGELES 90044	2	6	(\$126,000)
VISITING NURSE HOME SERVICES 101 S. FIRST ST., SUITE 1000 BURBANK, CA 91502	H207905	44733 N. DATE AVE., LANCASTER 93534	5	1	\$0
WESTSIDE NEIGHBORHOOD CLINIC 1436 W. 23RD STREET LONG BEACH, CA 90810	H207846	1436 W. 23RD ST., LONG BEACH 90810	4	8	\$22,036
WILMINGTON COMMUNITY CLINIC 1009 N. AVALON BLVD. WILMINGTON, CA 90744	H207909	1009 N. AVALON BLVD., WILMINGTON 90744	4	8	\$1,073
YU CARE MEDICAL GROUP, INC. 210 GARFIELD AVE, SUITE 203 MONTEREY PARK, CA 91754	H207910	210 N. GARFIELD AVE., STE. 203, MON PK 91754	1	3	\$754
TOTAL - TRADITIONAL PARTNERS					(\$296,698)

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
OCTOBER 1, 2002 THROUGH JUNE 30, 2003**

ATTACHMENT B

SPECIALTY, TAKEOVER, AND CO-LOCATION AGREEMENT AMENDMENTS

AGENCY	CONTRACT NO.	SITE ADDRESS	SUP DIST	SPA	TOTAL
SPECIALTY CARE SERVICES					
LOS ANGELES FREE CLINIC 8405 BEVERLY BLVD, LOS ANGELES, CA 90048	H207877	8405 BEVERLY BLVD., LOS ANGELES 90048	3	4	\$0
VENICE FAMILY CLINIC 604 ROSE AVE, VENICE 90291	H207907	4909 MARIONWOOD DR., CULVER CITY 90230	2	5	\$0
		4034 IRVING PL., CULVER CITY 90232	2	5	
		604 ROSE AVENUE, VENICE 90291	3	5	
		905 VENICE BLVD., VENICE 90291	3	5	
SUBTOTAL					\$0
TAKEOVERS					
FAMILY HEALTH CARE CENTERS OF GREATER LA 6501 S. GARFIELD AVE. BELL GARDENS, CA 90201	H207898	22310 WARDHAM ST, HAWAIIAN GARDENS 90716	4	7	\$11,655
NORTHEAST VALLEY HEALTH CORPORATION- CANOGA PARK 1172 N. MACLAY AVENUE SAN FERNANDO, CA 91340	H207894	7107 REMMET AVE., CANOGA PARK 91303	3	2	\$30,000
NORTHEAST VALLEY HEALTH CORP - VALENCIA HC 1172 N. MACLAY AVENUE SAN FERNANDO, CA 91340	H207894	23763 VALENCIA BLVD., VALENCIA 91355	5	2	\$25,000
SUBTOTAL					\$66,655
CO-LOCATIONS					
CHILDREN'S DENTAL FOUNDATION - BELLFLOWER HC 2801 ATLANTIC AVE., LONG BEACH, CA 90806	H207946	10005 E. FLOWER ST., BELLFLOWER 90706	4	8	\$0
HARBOR FREE CLINIC - HARBOR HC 599 W. 6TH STREET SAN PEDRO, CA 90731	H-207868	731 S. BEACON ST., SAN PEDRO 90731	4	8	\$1,432
JWCH INSTITUTE - WEINGART 1910 W. SUNSET SUITE 650 LOS ANGELES, CA 90026	H207891	515 E. 6TH ST., LOS ANGELES 90021	2	4	\$455,575
LOS ANGELES FREE CLINIC - HOLLYWOOD/WILSHIRE HC 8405 BEVERLY BLVD. LOS ANGELES, CA 90048	H207875	5205 MELROSE AVE., LOS ANGELES 90038	3	4	(\$462,116)
POMONA VALLEY HOSPITAL - POMONA HC 1798 N. GAREY AVE. POMONA, CA 91767	H207847	750 S. PARK AVE., POMONA 91766	1	3	\$253,640
T.H.E. CLINIC - RUTH TEMPLE HC 3860 W. MLK BLVD., LOS ANGELES, CA 90008	H207865	3834 S. WESTERN AVE., LOS ANGELES 90062	2	6	\$16,152
SUBTOTAL					\$264,683
TOTAL - SPECIALTY CARE, TAKEOVER, AND CO-LOCATIONS					\$331,338

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
OCTOBER 1, 2002 THROUGH JUNE 30, 2003**

ATTACHMENT B

DENTAL SERVICES AGREEMENT AMENDMENT

AGENCY	CONTRACT NO.	SITE ADDRESS	SUP DIST	SPA	TOTAL
ARROYO VISTA FAMILY HEALTH FOUNDATION 6000 N. FIGUEROA ST. LOS ANGELES, CA 90042	H207923	6000 N. FIGUEROA ST., LOS ANGELES 90042	1	4	(\$179,519)
CHILDREN'S DENTAL FOUNDATION 2801 ATLANTIC AVE., LONG BEACH, CA 90806	H207896	2801 ATLANTIC AVE., LONG BEACH, 90806 10005 EAST FLOWER ST., BELLFLOWER, 90706	4 4	8 7	\$5,964
CLINICA MSR. OSCAR ROMERO 123 SOUTH ALVARADO ST. LOS ANGELES, CA 90057	H207866	123 S. ALVARADO ST., LOS ANGELES 90057	1	4	\$0
COMMUNITY HEALTH ALLIANCE OF PASADENA 1855 NORTH FAIR OAKS AVE., STE 200 PASADENA, CA 91103	H207897	1855 FAIR OAKS AVE., STE. 200, PASADENA 91103	5	3	\$0
EISNER PEDIATRIC & FAMILY MEDICAL CENTER 1530 SOUTH OLIVE STREET LOS ANGELES, CA 90015	H207938	1530 S. OLIVE ST., LOS ANGELES 90015	1	4	\$0
FRANCISCAN CLINIC/QUEENSCARE 1300 NORTH VERMONT, SUITE 1002 LOS ANGELES, CA 90027	H207925	4444 YORK BLVD., LOS ANGELES 90041 150 N. RENO ST., LOS ANGELES 90026 3242 W. 8TH ST. LOS ANGELES 90005 4618 FOUNTAIN AVE., LOS ANGELES 90028 133 N. SUNOL ST., LOS ANGELES 90063	1 1 2 3 1	4 4 4 4 7	\$0
LOS ANGELES FREE CLINIC 8405 BEVERLY BLVD., LOS ANGELES, CA 90048	H207922	8405 BEVERLY BLVD., LOS ANGELES 90048	3	4	\$0
NORTHEAST VALLEY HEALTH CORPORATION 1172 N. MACLAY AVENUE SAN FERNANDO, CA 91340	H207924	1600 SAN FERNANDO RD, SAN FERNANDO 91340 12756 VAN NUYS BLVD., PACOIMA 91331	3 3	2 2	\$35,000
SOUTH BAY FAMILY HEALTH CARE 23430 HAWTHORNE BLVD. SUITE 210 TORRANCE, CA 90505	H207920	2114 ARTESIA BLVD., REDONDO BEACH 90277 742 W. GARDENA BLVD., GARDENA 90247	4 2	8 8	\$0
ST. JOHN'S WELL CHILD CENTER 514 WEST ADAMS BLVD. LOS ANGELES, CA 90007	H207902	515 W. 27TH ST., LOS ANGELES 90007	1	6	\$0
VENICE FAMILY CLINIC 604 ROSE AVE VENICE, CA 90291	H207906	323 S. LINCOLN BLVD., VENICE 90291	3	5	\$0
TOTAL - DENTAL SERVICES					(\$138,555)

**PUBLIC-PRIVATE PARTNERSHIP (PPP) PROGRAM
OCTOBER 1, 2002 THROUGH JUNE 30, 2003**

ATTACHMENT B

GENERAL RELIEF HEALTH CARE PROGRAM AGREEMENT AMENDMENTS

AGENCY	CONTRACT NO.	SITE ADDRESS	SUP DIST	SPA	TOTAL
ALTAMED MEDICAL GROUP 500 CITADEL DRIVE, SUITE 490 LOS ANGELES, CA 90040	H204997	1701 ZONAL AVE., LOS ANGELES 90033	1	4	(\$215,000)
		9436 E. SLAUSON, PICO RIVERA 90660	1	7	
		5425 E. POMONA BLVD., LOS ANGELES 90022	1	7	
		5427 WHITTIER BLVD., LOS ANGELES 90022	1	7	
BAART, INC. 1926 WEST BEVERLY BLVD. LOS ANGELES, CA 90057	H213286	1926 W. BEVERLY BLVD., LOS ANGELES 90057	1	4	\$0
BAART, INC. P.O. BOX 3295 LOS ANGELES, CA 90078	H213286	6411 HOLLYWOOD BLVD., 2ND FL, LA 90028	3	4	0
BROADWAY FAMILY MEDICAL CENTER 519 E. BROADWAY BLVD. GLENDALE, CA 91205	H204998	519 E. BROADWAY BLVD., GLENDALE 91205	5	2	\$0
EAST LOS ANGELES HEALTH TASK FORCE 630 SOUTH ST. LOUIS STREET LOS ANGELES, CA 90023	H204995	2120 E. 6TH STREET, LOS ANGELES 90023	1	4	\$0
EAST VALLEY COMMUNITY HEALTH CENTER 420 SOUTH GLENDORA AVE WEST COVINA, CA 91790	H204990	680 FAIRPLEX DRIVE, POMONA 91768	1	3	\$0
		420 S. GLENDORA AVE., WEST COVINA 91790	5	3	
JWCH INSTITUTE 1901 W. SUNSET BLVD., SUITE 650 LOS ANGELES, CA 90026	H204996	515 E. 6TH STREET, LOS ANGELES 90021	2	4	(\$128,988)
VENICE FAMILY CLINIC 604 ROSE AVE. VENICE, CA 90291	H204992	604 ROSE AVE., VENICE 90291	3	5	(\$3,969)
		2509 PICO BLVD., SANTA MONICA 90405	3	5	
		905 VENICE BLVD., VENICE 90291	3	5	
TOTAL - GENERAL RELIEF HEALTH CARE PROGRAM					(\$347,957)

Contract No. _____

PUBLIC/PRIVATE PARTNERSHIP PROGRAM
PRIMARY CARE SERVICES AGREEMENT
(Strategic Partner Facility Sites)

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM PRIMARY CARE SERVICES
AGREEMENT", dated October 1, 2002, further identified as
Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph
"8", Pharmacy, second subparagraph shall be deleted in its
entirety.

3. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph "11", County's Fiscal Year Maximum Obligation, is revised to read as follows:

"11. County's Fiscal Year Maximum Obligation:

County's reimbursement to Contractor effective October 1, 2002 through June 30, 2003, shall not exceed County's maximum obligation of _____ Dollars (\$).

County's reimbursement to Contractor effective July 1, 2003 through June 30, 2004, shall not exceed County's maximum obligation _____ Dollars (\$)."

4. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph "11-1", County's Disease Control Management Maximum Obligation, shall be added to read as follows:

"11-1. County's Disease Control Management Maximum Obligation: County's disease control management program reimbursement to Contractor effective upon Board approval through June 30, 2004, shall not exceed County's maximum obligation of _____ Dollars (\$). County and Contractor agree that this Maximum Obligation shall be dedicated to fund Contractor's future provision of Disease Control Management activities and services under this Agreement. As such, Contractor shall not be permitted to expend any portion of this funding until County and Contractor negotiate the scope of Contractor's future

Disease Control activities and services, and County and Contractor execute a formal, written amendment to this Agreement, which amendment shall require approval by County's Board of Supervisors, and which shall specify the scope of the activities and services that Contractor is to provide as well as the payment methodology and mechanism to which the parties are to adhere to reimburse Contractor for the provision of those activities and services."

5. Paragraph 42, Compliance with the County's Jury Service Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days

of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review

the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit ___, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach."

6. Paragraph 43, Notice to Employees Regarding the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

7. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law"

poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

8. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/STRATEGICAMEND
kg: 06/10/03

EXHIBIT II

Contract No. _____
Service Planning Area: _____
County Facility: _____

**PUBLIC/PRIVATE PARTNERSHIP PROGRAM
PRIMARY CARE SERVICES AGREEMENT**
(Strategic Partner Co-Location at County Facility)

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM PRIMARY CARE SERVICES
AGREEMENT", dated October 1, 2002, further identified as
Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Paragraph 42, Compliance with the County's Jury Service
Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE
PROGRAM: This Contract is subject to the provisions of the

County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time

employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the

Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit ___, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

3. Paragraph 43, Notice to Employees Regarding the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

4. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

5. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or

reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/STRATEGICCOLOAMEND
kg: 06/10/03

EXHIBIT III

Contract No. _____

Service Planning Area: _____

County Facility: _____

PUBLIC/PRIVATE PARTNERSHIP PROGRAM
HEALTH SERVICES AGREEMENT
(Strategic Takeover of County Facility)

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM HEALTH SERVICES AGREEMENT",
dated October 1, 2002, further identified as Agreement No.
_____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Paragraph 42, Compliance with the County's Jury Service
Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE

PROGRAM: This Contract is subject to the provisions of the

County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time

employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:

- 1) the lesser number is a recognized industry standard as determined by the County, or
- 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the

Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit ___, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

3. Paragraph 43, Notice to Employees Regarding the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

4. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

5. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or

reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/STRATEGICTAKEAMEND
kg: 06/10/03

EXHIBIT IV
Contract No. _____

**PUBLIC/PRIVATE PARTNERSHIP PROGRAM
PRIMARY CARE SERVICES AGREEMENT**
(Traditional Partner Private Facility Sites)

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and _____
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM PRIMARY CARE SERVICES
AGREEMENT", dated October 1, 2002, further identified as
Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Paragraph 42, Compliance with the County's Jury Service
Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE
PROGRAM: This Contract is subject to the provisions of the
County's ordinance entitled Contractor Employee Jury Service

("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or

more worked per week, or a lesser number of hours if:

1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"

and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit ___, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

3. Paragraph 43, Notice to Employees Regarding the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

4. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

5. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or

reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/TRADITIONALAMEND
kg: 06/10/03

Contract No. _____
County Facility: _____

**PUBLIC/PRIVATE PARTNERSHIP PROGRAM
PRIMARY CARE SERVICES AGREEMENT**
(Traditional Partner Co-Location at County Facility)

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM PRIMARY CARE SERVICES
AGREEMENT", dated October 1, 2002, further identified as
Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Paragraph 42, Compliance with the County's Jury Service
Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE
PROGRAM: This Contract is subject to the provisions of the
County's ordinance entitled Contractor Employee Jury Service

("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or

more worked per week, or a lesser number of hours if:

1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"

and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit ___, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

3. Paragraph 43, Notice to Employees Regarding the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

4. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

5. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or

reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/TRADCOLOAMEND
kg: 06/10/03

EXHIBIT VI

Contract No. _____

Service Planning Area: _____

County Facility: _____

PUBLIC/PRIVATE PARTNERSHIP PROGRAM

HEALTH SERVICES AGREEMENT

(Traditional Partner Takeover of County Facility)

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM HEALTH SERVICES AGREEMENT",
dated October 1, 2002, further identified as Agreement No.
_____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Paragraph 42, Compliance with the County's Jury Service
Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE

PROGRAM: This Contract is subject to the provisions of the

County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time

employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:

- 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the

Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit ___, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

3. Paragraph 43, Notice to Employees Regarding the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

4. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

5. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or

reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/TRADTAKEAMEND
kg: 06/09/03

EXHIBIT VII

Contract No. _____

Service Planning Area: _____

**PUBLIC/PRIVATE PARTNERSHIP PROGRAM
SPECIALTY CARE SERVICES AGREEMENT**
(Private Facility Sites)

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM SPECIALTY CARE SERVICES
AGREEMENT", dated October 1, 2002, further identified as
Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 1,
Electronic Billings to County, third subparagraph is revised to
read as follows:

"Contractor shall submit to County's Claims Adjudicator data elements substantially similar to those found on the specialty billing form heretofore approved by Director ("Billing Form"). Such data shall be submitted electronically for each specialty care visit provided to an Eligible Patient monthly in arrears. None of Contractor's physicians or other providers shall separately bill County or Eligible Patients or their families for services hereunder."

3. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 2, Manual Billings to County, is revised to read as follows:

"2. Manual Billings to County: If electronic billing between Contractor and County's Claims Adjudicator is not operational, Contractor shall bill County's Claims Adjudicator manually using the Billing Form completed in duplicate. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one billing copy for its own records and shall forward the original billing copy to Director."

4. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 3, Implementation and Initial Billings, is deleted in its entirety.

5. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 4, Billing Guidelines, is revised to read as follows:

"4. Billing Guidelines: Contractor shall follow the billing guidelines contained in this Exhibit and as set forth in any Provider Information Notices ("PIN"), which shall be provided to Contractor as necessary according to the process set forth in this Agreement. Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN."

6. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 7, County's Fiscal Year Reimbursement, shall be revised as follows:

"7. County's Fiscal Year Reimbursement: Subject to the County's Fiscal Year Maximum Obligation Paragraph, County shall pay ninety-seven percent (97%) of the electronic and/or manual claims submitted by Contractor on a monthly basis within a reasonable time after the receipt of complete, correct, and timely Billing Form or electronic billing, in accordance with its normal accounts payable procedures.

Each month after receipt of the State Medi-Cal eligibility history file for the previous month, claims submitted in the previous month shall be reconciled against the State Medi-Cal eligibility history file to identify Medi-Cal eligible and non-eligible claims. Contractor shall receive a Remittance Advice (RA) indicating 1) eligible and

non-eligible Medi-Cal claims, 2) Medi-Cal numbers, and 3) balance due to County/Contractor from previous month.

Based on the results of County's Medi-Cal reconciliation process, County shall adjust Contractor's next payment based on actual Medi-Cal claims identified from previous month.

In the last quarter of any fiscal year that this Agreement is in effect, County shall reconcile as follows: County will pay all submitted claims by Contractor after County has completed a Medi-Cal eligibility match. All claims for patients shown to have active Medi-Cal on the date that Contractor rendered the service will not be paid by the County. Contractor will be notified, via the monthly Remittance Advice, of all claims which have been denied payment by the County.

Within six months of the expiration or earlier termination of the Second Demonstration Project, Director shall have the discretion to conduct a "final" Medi-Cal reconciliation in which County shall reconcile all claims submitted by all Contractors over the terms of their Agreements against a database containing the identities of all Medi-Cal eligible PPP patients to determine whether any contractor has included, and has therefore been reimbursed for, claims for Medi-Cal "pending" patients who have, since

the time that contractor submitted its claims, become Medi-Cal "eligible" patients.

If the final Medi-Cal reconciliation process indicates that Contractor has been reimbursed for Medi-Cal eligible patients, following Director's written notice, Contractor shall within thirty (30) calendar days remit to County the amount indicated on Director's written notice.

Notwithstanding the foregoing, if Director determines at any time that Contractor has been overpaid, following Director's written notice, the amount of the overpayment shall be paid within thirty (30) calendar days by Contractor to County.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid to Contractor within a reasonable time. However, County shall not pay to Contractor an amount in excess of the County maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement."

7. Paragraph 42, Compliance with the County's Jury Service Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service

("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or

more worked per week, or a lesser number of hours if:

1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"

and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit ___, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

8. Paragraph 43, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit __ of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

9. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

10. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or

reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/SPECIALTYAMD2
kg:06/09/03

EXHIBIT VIII

Contract No. _____

Service Planning Area: _____

**PUBLIC/PRIVATE PARTNERSHIP PROGRAM
DENTAL CARE SERVICES AGREEMENT
(Private Facility Sites)**

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM DENTAL CARE SERVICES
AGREEMENT", dated October 1, 2002, further identified as
Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 1,
Electronic Billings to County, second subparagraph is revised to
read as follows:

"Contractor shall submit to County's Claims Adjudicator data elements substantially similar to those found on the dental billing form heretofore approved by Director ("Billing Form"). Such data shall be submitted electronically for each dental care visit provided to an Eligible Patient monthly in arrears. None of Contractor's dentists or other providers shall separately bill County or Eligible Patients or their families for services hereunder."

3. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 2, Manual Billings to County, is revised to read as follows:

"2. Manual Billings to County: If electronic billing between Contractor and County's Claims Adjudicator is not operational, Contractor shall bill County's Claims Adjudicator manually using the Billing Form completed in duplicate. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one billing copy for its own records and shall forward the original billing copy to Director."

4. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 3, Billing Guidelines, is revised to read as follows:

"3. Billing Guidelines: Contractor shall follow the billing guidelines contained in this Exhibit and as set forth in any Provider Information Notices ("PIN"), which shall be provided to Contractor as necessary according to

the process set forth in this Agreement. Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN."

5. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 6, County's Fiscal Year Reimbursement, shall be revised as follows:

"6. County's Fiscal Year Reimbursement: Subject to the County's Fiscal Year Maximum Obligation Paragraph, County shall pay ninety-seven percent (97%) of the electronic and/or manual claims submitted by Contractor on a monthly basis within a reasonable time after the receipt of complete, correct, and timely Billing Form or electronic billing, in accordance with its normal accounts payable procedures.

Each month after receipt of the State Denti-Cal eligibility history file for the previous month, claims submitted in the previous month shall be reconciled against the State Denti-Cal eligibility history file to identify Denti-Cal eligible and non-eligible claims. Contractor shall receive a Remittance Advice (RA) indicating 1) eligible and non-eligible Denti-Cal claims, 2) Denti-Cal numbers, and 3) balance due to County/Contractor from previous month.

Based on the results of County's Denti-Cal reconciliation process, County shall adjust Contractor's next payment based on actual Denti-Cal claims identified from previous month.

In the last quarter of any fiscal year that this Agreement is in effect, County shall reconcile as follows: County will pay all submitted claims by Contractor after County has completed a Denti-Cal eligibility match. All claims for patients shown to have active Denti-Cal on the date that Contractor rendered the service will not be paid by the County. Contractor will be notified, via the monthly Remittance Advice, of all claims which have been denied payment by the County.

Within six months of the expiration or earlier termination of the Second Demonstration Project, Director shall have the discretion to conduct a "final" Denti-Cal reconciliation in which County shall reconcile all claims submitted by all Contractors over the terms of their Agreements against a database containing the identities of all Denti-Cal eligible PPP patients to determine whether any contractor has included, and has therefore been reimbursed for, claims for Denti-Cal "pending" patients who have, since the time that contractor submitted its claims, become Denti-Cal "eligible" patients.

If the final Denti-Cal reconciliation process indicates that Contractor has been reimbursed for Denti-Cal eligible patients, following Director's written notice, Contractor shall within thirty (30) calendar days remit to County the amount indicated on Director's written notice.

Notwithstanding the foregoing, if Director determines at any time that Contractor has been overpaid, following Director's written notice, the amount of the overpayment shall be paid within thirty (30) calendar days by Contractor to County.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid to Contractor within a reasonable time. However, County shall not pay to Contractor an amount in excess of the County maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement."

6. Agreement Exhibit "B", BILLING AND PAYMENT, Paragraph 12, Funding Reallocation of County's Fiscal Year Maximum Obligation Under This Agreement and Other PPP Program Contracts, shall be revised as follows:

"12. Funding Reallocation of County's Fiscal Year Maximum Obligation Under This Agreement and Other PPP Program Contracts: Notwithstanding any other provisions under this Agreement, or in Contractor's other PPP Program

contract(s) with County, if any, Director may, at his/her sole discretion, administratively reallocate (increase or decrease) the funding under this Agreement beginning with County Fiscal Year 2002-2003 (July 1 through June 30) up to a maximum of fifty percent (50%) of the original County maximum obligation under this Agreement for such Fiscal Year.

Reallocation of funds will occur after DHS' Office of Ambulatory Care ("OAC") conducts a Request for Information process. In the Request for Information, OAC will solicit from the Contractors information as to each Contractor's ability to expand services at existing service sites and/or new service sites as well as the amount of funds each Contractor would require to expand to that stated level.

In addition to considering each Contractor's stated expansion plans and fiscal needs, OAC shall also consider the following: 1) each Contractor's Performance Level through the date of its response to the Request for Information; 2) the dental health care needs of the community, as determined by DHS according to the process set forth below; 3) DHS and PPP Program priorities; and, 4) the Contractor's financial, programmatic, administrative compliance with its existing PPP Agreement(s).

To determine a Contractor's "Performance Level," Director shall calculate the dollar amount by which Contractor is over performing or under performing under this Agreement according to the following formula:

DIVIDE:

Year-to-date adjudicated Claims BY THE
Year-to-date County Maximum Obligation*

MULTIPLY TIMES:

County Maximum Obligation

EQUALS the Administratively Adjusted County Maximum
Obligation

MINUS the County Maximum Obligation

EQUALS the dollar amount over or under the County
Maximum Obligation

*To determine the Year-to-date County Maximum Obligation: divide the County Maximum Obligation for the Agreement by the number of contract months for the Agreement term, multiplied by the number of months included in the retrospective performance review.

Absent extreme or extenuating circumstances, a Contractor that shows a substantial "underperformance" service level, in County's sole discretion, will not be considered for additional funding.

Additionally, if County determines that a Contractor has a substantial "underperformance" service level, and notwithstanding that Contractor has refrained from participating in any Request for Information process, County may, according to the process set forth hereunder, affect an

amendment to Contractor's existing PPP Agreement(s) to decrease Contractor's maximum obligation(s) and reallocate that funding to other Contractors that have or are participating in a Request for Information process.

To determine the community's dental health care needs, OAC independently will review and research the unmet dental health care need in the service area of the Contractor. OAC shall examine factors including, but not limited to, the general availability of dental health care services in the service area, the location of facilities providing dental health care, including all County operated facilities, the hours of operation at these facilities and the documented backlog, if any, at these facilities.

DHS and PPP Program priorities will be based on the continuing requirements of the Second Demonstration Project requirements, as well as any other broad-based initiatives driving DHS policy, Board of Supervisor policies and priorities, and the County's Strategic Plan.

Finally, a Contractor's financial, programmatic, and administrative compliance will be determined by OAC's review of any annual monitoring reports issued under this Agreement and Contractor's corrective action plans in response thereto.

In the event that a reallocation of funding occurs prior to OAC conducting its annual monitoring, such that monitoring reports and corrective action plans are not available, OAC shall determine a Contractor's compliance in this area by reviewing all available quality assurance documentation on file with OAC and any documentation otherwise available to County related to Contractor's performance of its PPP Agreement(s).

Regardless of the means by which OAC determines compliance, and absent extreme or extenuating circumstances, a Contractor shall not be considered for reallocation funding if a Contractor or its subcontractors or its dental practitioners have been the subject of one or more of the following actions: (a) disciplinary action by the State Dental Board (i.e., licensure revocation, suspension, or probation); (b) professional malpractice judgment or settlements; (c) exclusion from participation in federally funded health care program; or (d) proposed termination or actual termination of a County contract for quality of care reasons.

Contractors, if affected by a funding increase but dissatisfied with the result of the Request for Information process, shall have the opportunity to appeal the Director's decision as a result of that process through the appeal

procedure to be incorporated into that process. The Director's determination shall be final.

Contractor, if affected by a funding decrease, shall be given thirty (30) calendar days advance written notice via facsimile transmission of the proposed reallocation action by Director. Contractor shall have one opportunity to appeal Director's proposed action, which shall be in writing and received by Director within fourteen (14) calendar days of the date of such facsimile transmission. If Contractor's appeal is received in a timely manner as defined herein, Director shall analyze the data and information provided by Contractor, and respond in writing to Contractor as to the final funding decrease determined by Director under this Agreement, but only after all appeals regarding contract funding reallocations for this Agreement and other PPP Program contracts for dental care services, and all appeals in the Request for Information process, have been received and analyzed by Director, whose decision shall be final.

In any event, any such administrative funding reallocation: 1) shall not cause County to exceed the Board of Supervisors' approved total County maximum obligation for all PPP Program contracts for dental care services for the subject County Fiscal Year; 2) shall require that Director inform the County Board of Supervisors and Chief

Administrative Officer of the final reallocation amounts by Board memo prior to such reallocations being implemented; and 3) shall take the form of an amendment approved by County Counsel and executed by Director and Contractor.

Any other funding increase or decrease to the County maximum obligation under this Agreement shall be effected only by a formal amendment pursuant to the ALTERATION OF TERMS Paragraph in the body of this Agreement, and by formal amendments to the other affected PPP Program contract.

7. Paragraph 42, Compliance with the County's Jury Service Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the

Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If contractor is not required to comply with the Jury Service Program when the Contract commences,

Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit ___, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract

and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

8. Paragraph 43, Notice to Employees Regarding the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

9. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to

voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

10. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/DENTALAMEND1
kg: 06/10/03

EXHIBIT IX

Contract No. _____
Service Planning Area: East
County Facility: Bellflower Health Center

PUBLIC/PRIVATE PARTNERSHIP PROGRAM
DENTAL CARE SERVICES AGREEMENT
(Co-Location at County Facility)

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

CHILDREN'S DENTAL FOUNDATION
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PUBLIC/PRIVATE PARTNERSHIP PROGRAM DENTAL CARE SERVICES
AGREEMENT", dated October 1, 2002, further identified as
Agreement No. _____ (hereafter "Agreement"); and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by
County's Board of Supervisors.

2. Agreement Exhibit "F", BILLING AND PAYMENT, Paragraph 1,
Electronic Billings to County, second subparagraph is revised to
read as follows:

"Contractor shall submit to County's Claims Adjudicator data elements substantially similar to those found on the dental billing form heretofore approved by Director ("Billing Form"). Such data shall be submitted electronically for each primary care visit provided to an Eligible Patient monthly in arrears. None of Contractor's doctors or other providers shall separately bill County or Eligible Patients or their families for services hereunder."

3. Agreement Exhibit "F", BILLING AND PAYMENT, Paragraph 2, Manual Billings to County, is revised to read as follows:

"2. Manual Billings to County: If electronic billing between Contractor and County's Claims Adjudicator is not operational, Contractor shall bill County's Claims Adjudicator manually using the Billing Form completed in duplicate. All manual information must be submitted on a Billing Form, as approved by Director. Contractor shall retain one billing copy for its own records and shall forward the original billing copy to Director."

4. Agreement Exhibit "F", BILLING AND PAYMENT, Paragraph 3, Initial Billings, is deleted in its entirety.

5. Agreement Exhibit "F", BILLING AND PAYMENT, Paragraph 7, County's Fiscal Year Reimbursement, shall be revised as follows:

"7. County's Fiscal Year Reimbursement: Subject to the County's Fiscal Year Maximum Obligation Paragraph, County shall pay ninety-seven percent (97%) of the electronic and/or manual claims submitted by Contractor on a monthly basis within a reasonable time after the receipt of complete, correct, and timely Billing Form or electronic billing, in accordance with its normal accounts payable procedures.

Each month after receipt of the State Denti-Cal eligibility history file for the previous month, claims submitted in the previous month shall be reconciled against the State Denti-Cal eligibility history file to identify Denti-Cal eligible and non-eligible claims. Contractor shall receive a Remittance Advice (RA) indicating 1) eligible and non-eligible Denti-Cal claims, 2) Denti-Cal numbers, and 3) balance due to County/Contractor from previous month.

Based on the results of County's Denti-Cal reconciliation process, County shall adjust Contractor's next payment based on actual Denti-Cal claims identified from previous month.

In the last quarter of any fiscal year that this Agreement is in effect, County shall reconcile as follows: County will pay all submitted claims by Contractor after

County has completed a Denti-Cal eligibility match. All claims for patients shown to have Denti-Cal on the date that Contractor rendered the service will not be paid by the County. Contractor will be notified, via the monthly Remittance Advice, of all claims which have been denied payment by the County.

Within six months of the expiration or earlier termination of the Second Demonstration Project, Director shall have the discretion to conduct a "final" Denti-Cal reconciliation in which County shall reconcile all claims submitted by all Contractors over the terms of their Agreements against a database containing the identities of all Denti-Cal eligible PPP patients to determine whether any contractor has included, and has therefore been reimbursed for, claims for Denti-Cal "pending" patients who have, since the time that contractor submitted its claims, become Denti-Cal "eligible" patients.

If the final Denti-Cal reconciliation process indicates that Contractor has been reimbursed for Denti-Cal eligible patients, following Director's written notice, Contractor shall within thirty (30) calendar days remit to County the amount indicated on Director's written notice.

Notwithstanding the foregoing, if Director determines at any time that Contractor has been overpaid, following

Director's written notice, the amount of the overpayment shall be paid within thirty (30) calendar days by Contractor to County.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid to Contractor within a reasonable time. However, County shall not pay to Contractor an amount in excess of the County maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement."

6. Agreement Exhibit "F", BILLING AND PAYMENT, Paragraph 13, Funding Reallocation of County's Fiscal Year Maximum Obligation Under This Agreement and Other PPP Program Contracts, shall be revised as follows:

"13. Funding Reallocation of County's Fiscal Year Maximum Obligation Under This Agreement and Other PPP Program Contract: Notwithstanding any other provisions under this Agreement, or in Contractor's other PPP Program contract(s) with County, if any, Director may, at his/her sole discretion, administratively reallocate (increase or decrease) the funding under this Agreement beginning with County Fiscal Year 2002-2003 (July 1 through June 30) up to a maximum of fifty percent (50%) of the original County maximum obligation under this Agreement for such Fiscal Year.

Reallocation of funds will occur after DHS' Office of Ambulatory Care ("OAC") conducts a Request for Information process. In the Request for Information, OAC will solicit from the Contractors information as to each Contractor's ability to expand services at existing service sites and/or new service sites as well as the amount of funds each Contractor would require to expand to that stated level.

In addition to considering each Contractor's stated expansion plans and fiscal needs, OAC shall also consider the following: 1) each Contractor's Performance Level through the date of its response to the Request for Information; 2) the dental health care needs of the community, as determined by DHS according to the process set forth below; 3) DHS and PPP Program priorities; and 4) the Contractor's financial, programmatic, administrative compliance with its existing PPP Agreement(s).

To determine a Contractor's "Performance Level," Director shall calculate the dollar amount by which Contractor is over performing or under performing under this Agreement according to the following formula:

DIVIDE:

Year-to-date adjudicated Claims BY THE
Year-to-date County Maximum Obligation*

MULTIPLY TIMES:

County Maximum Obligation

EQUALS the Administratively Adjusted County Maximum

Obligation

MINUS the County Maximum Obligation

EQUALS the dollar amount over or under the County Maximum Obligation

*To determine the Year-to-date County Maximum Obligation: divide the County Maximum Obligation for the Agreement by the number of contract months for the Agreement term, multiplied by the number of months included in the retrospective performance review.

Absent extreme or extenuating circumstances, a Contractor that shows a substantial "underperformance" service level, in County's sole discretion, will not be considered for additional funding.

Additionally, if County determines that a Contractor has a substantial "underperformance" service level, and notwithstanding that Contractor has refrained from participating in any Request for Information process, County may, according to the process wet forth hereunder, affect an amendment to Contractor's existing PPP Agreement(s) to decrease Contractor's maximum obligation(s) and reallocate that funding to other Contractors that have or are participating in a Request for Information process.

To determine the community's dental health care needs, OAC independently will review and research the unmet dental health care need in the service area of the Contractor. OAC shall examine factors including, but not limited to, the general availability of dental health care services in the

service area, the location of facilities providing dental health care, including all County operated Facilities, the hours of operation at these facilities and the documented backlog, if any, at these facilities.

DHS and PPP Program priorities will be based on the continuing requirements of the Second Demonstration Project requirements, as well as any other broad-based initiatives driving DHS policy, Board of Supervisor policies and priorities, and the County's Strategic Plan.

Finally, A Contractor's financial, programmatic, and administrative compliance will be determined by OAC's review of any annual monitoring reports issued under this Agreement and Contractor's corrective action plans in response thereto.

In the event that a reallocation of funding occurs prior to OAC conducting its annual monitoring, such that monitoring reports and corrective action plans are not available, OAC shall determine a Contractor's compliance in this area by reviewing all available quality assurance documentation on file with OAC and any documentation otherwise available to County related to Contractor's performance of its PPP Agreement(s).

Regardless of the means by which OAC determines compliance, and absent extreme or extenuating circumstances,

a Contractor shall not be considered for reallocation funding if a Contractor or its subcontractors or its dental practitioners have been the subject of one or more of the following actions: (a) disciplinary action by the State Dental Board (i.e., licensure revocation, suspension, or probation); (b) professional malpractice judgment or settlements; (c) exclusion from participation in federally funded health care program; or (d) proposed termination or actual termination of a County contract for quality of care reasons.

Contractors, if affected by a funding increase but dissatisfied with the result of the Request for Information process, shall have the opportunity to appeal the Director's decision as a result of that process through the appeal procedure to be incorporated into that process.. The Director's determination shall be final.

Contractor, if affected by a funding decrease, shall be given thirty (30) calendar days advance written notice via facsimile transmission of the proposed reallocation action by Director. Contractor shall have one opportunity to appeal Director's proposed action, which shall be in writing and received by Director within fourteen (14) calendar days of the date of such facsimile transmission. If Contractor's appeal is received in a timely manner as defined herein,

Director shall analyze the data and information provided by Contractor, and respond in writing to Contractor as to the final funding decrease determined by Director under this Agreement, but only after all appeals regarding contract funding reallocations for this Agreement and other PPP Program contracts for dental care services, and all appeals in the Request for Information process, have been received and analyzed by Director, whose decision shall be final.

In any event, any such administrative funding reallocation: 1) shall not cause County to exceed the Board of Supervisors' approved total County maximum obligation for all PPP Program contracts for dental care services for the subject County Fiscal Year; 2) shall require that Director inform the County Board of Supervisors and Chief Administrative Officer of the final reallocation amounts by Board memo prior to such reallocations being implemented; and 3) shall take the form of an amendment approved by County Counsel and executed by Director and Contractor.

Any other funding increase or decrease to the County maximum obligation under this Agreement shall be effected only by a formal amendment pursuant to the ALTERATION OF TERMS Paragraph in the body of this Agreement, and by formal amendments to the other affected PPP Program contract."

7. Paragraph 42, Compliance with the County's Jury Service Program, is added to the Additional Provisions as follows:

"42. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County

and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The

County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit __, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

8. Paragraph 43, Notice to Employees Regarding the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each

subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit __ of this contract and is also available on the Internet at www.babysafela.org for printing purposes."

9. Paragraph 44, Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law, is added to the Additional Provisions as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

10. Paragraph 45, No Payment for Services Provided Following Expiration/Termination of Agreement, is added to the Additional Provisions as follows:

"45. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director an Chief Medical Officer

CHILDREN'S DENTAL FOUNDATION
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMEND2/DENTCOLOCATION.AMEND1
kg:06/10/03

Contract No. _____

**GENERAL RELIEF HEALTH CARE PROGRAM
PRIMARY CARE SERVICES AGREEMENT**

Amendment No. ____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"GENERAL RELIEF HEALTH CARE PROGRAM PRIMARY CARE SERVICES
AGREEMENT", dated _____, and any amendments thereto,
all further identified as Agreement No. _____ (hereafter
"Agreement"); and

WHEREAS, Agreement is scheduled to expire on June 30, 2003;
and

WHEREAS, the parties wish to provide, among other things,
for an extension of up to one year to the term of Agreement, at
the rates currently in effect for this Agreement; and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by County's Board of Supervisors.

2. Agreement Paragraph ("1" or "2"), TERM, Paragraph A, first subparagraph, is revised to read as follows:

"___. TERM:

A. This Agreement shall be effective _____, and shall continue in full force and effect to and including June 30, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION OF AGREEMENT Paragraph of this Agreement."

3. Agreement Paragraph 68, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, shall be added to Agreement as follows:

"68. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy

that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit II, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception", to be completed by the Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the

Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

4. Agreement Paragraph 69, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"69. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit III of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes."

5. Agreement Paragraph 70, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"70. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered

Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

6. Agreement Exhibit A, DESCRIPTION OF PRIMARY CARE SERVICES GENERAL RELIEF RECIPIENTS, Paragraph __, shall be added to read as follows:

"__. Provider Information Notice: During the term of this Agreement, County shall provide Contractor with non-substantive, administrative, programmatic and fiscal guidelines and updates through the Provider Information Notice ("PIN") process. Contractor shall be responsible for reading all PINs and assuring that they are assembled and maintained in a single file or notebook at Contractor's premises. Additionally, Contractor shall assure that all personnel affected by a PIN are notified of the information immediately upon Contractor's receipt of the PIN and that all actions or changes required to be made by a PIN are taken or made immediately, unless a different timeframe is

specified in the PIN. All substantive changes to this Agreement shall be made only through a formal amendment duly executed by both parties."

7. Agreement Exhibit ("B" or "B-1"), BILLING AND PAYMENT GENERAL RELIEF RECIPIENTS, Paragraph 1, Electronic Billings to County, shall be revised to read as follows:

"1. Electronic Billings to County: Contractor shall submit to County's Claims Adjudicator data elements substantially similar to those found on the Federal Health Care Financing Administration ("HCFA") Form 1500, as required by Director. None of Contractor's physicians or other providers shall separately bill County or GR Recipients or their families for GR reimbursed services hereunder."

8. Agreement Exhibit ("B" or "B-1"), BILLING AND PAYMENT GENERAL RELIEF RECIPIENTS, Paragraph 2, Manual Billings to County, shall be revised to read as follows:

"2. Manual Billings to County: Contractor shall retain one billing copy for its own records and shall forward the original billing copy to Director."

9. Agreement Exhibit ("B" or "B-1"), BILLING AND PAYMENT GENERAL RELIEF RECIPIENTS, Paragraph 3, Billing Guidelines, shall be deleted in its entirety and replaced with the following:

"3. Billing Guidelines: Contractor shall follow the billing guidelines contained in this Exhibit and as set forth in any Provider Information Notices ("PIN"), which shall be provided to Contractor as necessary according to the process set forth in this Agreement. Addresses, both electronic and U.S. mailing, for billing of County shall be provided to Contractor prior to the commencement of services hereunder through a PIN."

10. Agreement Exhibit ("B" or "B-1"), BILLING AND PAYMENT GENERAL RELIEF RECIPIENTS, Paragraph 6, County's Fiscal Year Reimbursement, shall be deleted in its entirety and replaced with the following:

"6. County's Fiscal Year Reimbursement: Subject to the County's Fiscal Year Maximum Obligation Paragraph, County shall pay ninety-seven percent (97%) of the electronic and/or manual claims submitted by Contractor on a monthly basis within a reasonable time after the receipt of complete, correct, and timely Billing Form or electronic billing, in accordance with its normal accounts payable procedures.

Each month after receipt of the State Medi-Cal eligibility history file for the previous month, claims submitted in the previous month shall be reconciled against the State Medi-Cal eligibility history file to identify

Medi-Cal eligible and non-eligible claims. Contractor shall receive a Remittance Advice (RA) indicating 1) eligible and non-eligible Medi-Cal claims, 2) Medi-Cal numbers, and 3) balance due to County/Contractor from previous month.

Based on the results of County's Medi-Cal reconciliation process, County shall adjust Contractor's next payment based on actual Medi-Cal claims identified from previous month.

In the last quarter of any fiscal year that this Agreement is in effect, County shall reconcile as follows: County will pay all submitted claims by Contractor after County has completed a Medi-Cal eligibility match. All claim for patients shown to have active Medi-Cal on the date that Contractor rendered the service will not be paid by the County. Contractor will be notified via the monthly Remittance Advice, of all claims which have been denied payment by the County.

Within six months of the expiration or earlier termination of the Second Demonstration Project, Director shall have the discretion to conduct a "final" Medi-Cal reconciliation in which County shall reconcile all claims submitted by all Contractors over the terms of their Agreements against a database containing the identities of all Medi-Cal eligible PPP patients to determine whether any

contractor has included, and has therefore been reimbursed for, claims for Medi-Cal "pending" patients who have, since the time that Contractor submitted its claims, become Medi-Cal "eligible" patients.

If the final Medi-Cal reconciliation process indicates that Contractor has been reimbursed for Medi-Cal eligible patients, following Director's written notice, Contractor shall within thirty (30) calendar days remit to County the amount indicated on Director's written notice.

Notwithstanding the foregoing, if Director determines at any time that Contractor has been overpaid, following Director's written notice, the amount of the overpayment shall be paid within thirty (30) calendar days by Contractor to County.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid to Contractor within a reasonable time. However, County shall not pay to Contractor an amount in excess of the County maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement."

11. Agreement Exhibit ("B" or "B-1"), BILLING AND PAYMENT GENERAL RELIEF RECIPIENTS, Paragraph ____, County's 2002-2003 Fiscal Year Maximum Obligation, first subparagraph, shall be revised to read as follows:

"___. County's 2002-2003 Fiscal Year Maximum

Obligation: County's reimbursement to Contractor for the period July 1, 2002 through June 30, 2003, shall not exceed County's maximum obligation of _____ Dollars (\$)."

12. Agreement Exhibit ("B" or "B-1"), BILLING AND PAYMENT GENERAL RELIEF RECIPIENTS, Paragraph __, County's 2003-2004 Fiscal Year Maximum Obligation, is added to read as follows:

"___. County's 2003-2004 Fiscal Year Maximum

Obligation: County's reimbursement to Contractor for the period July 1, 2003 through June 30, 2004, shall not exceed County's maximum obligation of _____ Dollars (\$_____).

13. Agreement Exhibit ("B" or "B-1"), BILLING AND PAYMENT GENERAL RELIEF RECIPIENTS, Paragraph 11, Funding Reallocation of County's Fiscal Year Maximum Obligation Between This Agreement and Other GRHC and PPP Program Contracts, shall be revised as follows:

"11. Funding Reallocation of County's Fiscal Year Maximum Obligation under This Agreement and Other PPP Program Contracts: Notwithstanding any other provisions under this Agreement, or in Contractor's other PPP Program contract(s) with County, if any, Director may, at his/her sole discretion, administratively reallocate (increase or decrease) the funding under this Agreement beginning with

County Fiscal Year 2003-2004 (July 1 through June 30) up to a maximum of fifty percent (50%) of the original County maximum obligation under this Agreement for such Fiscal Year.

Reallocation of funds will occur after DHS' Office of Ambulatory Care ("OAC") conducts a Request for Information process. OAC shall initiate this process through the issuance of a formal Request for Information, which shall first be issued to the County's Strategic Partners and shall thereafter be issued to the Traditional Partners only if any funding remains for reallocation. In the Request for Information, OAC will solicit from the Contractors information as to each Contractor's ability to expand services at existing service sites and/or new service sites as well as the amount of funds each Contractor would require to expand to that stated level.

In addition to considering each Contractor's stated expansion plans and fiscal needs, OAC shall also consider the following: (1) each Contractor's Performance Level through the date of its response to the Request for Information; (2) the primary health care needs of the community, as determined by DHS according to the process set forth below; (3) DHS and PPP Program priorities; and (4) the

Contractor's financial, programmatic, administrative compliance with its existing PPP Agreement(s).

To determine a Contractor's "Performance Level", Director shall calculate the dollar amount by which Contractor is over performing or under performing under this Agreement according to the following formula:

DIVIDE:

Year-to-date adjudicated Claims BY THE
Year-to-date County Maximum Obligation*

MULTIPLY TIMES:

County Maximum Obligation

EQUALS the Administratively Adjusted County Maximum Obligation

MINUS the County Maximum Obligation

EQUALS the dollar amount over or under the County Maximum Obligation

To determine the Year-to-date County Maximum Obligation: divide the County Maximum Obligation for the Agreement by the number of contract months for the Agreement term, multiplied by the number of months included in the retrospective performance review.

Absent extreme or extenuating circumstances, a Contractor that shows a substantial "underperformance" service level, in County's sole discretion, will not be considered for additional funding.

Additionally, if County determines that a Contractor has a substantial "underperformance" service level, and notwithstanding that Contractor has refrained from participating in any Request for Information process, County

may, according to the process set forth hereunder, affect an amendment to Contractor's existing PPP Agreement(s) to decrease Contractor's maximum obligation(s) and reallocate that funding to other Contractors that have or are participating in a Request for Information process.

To determine the community's primary health care needs, OAC independently will review and research the unmet primary health care need in the service area of the Contractor. OAC shall examine factors including, but not limited to, the general availability of primary health care services in the service area, the location of facilities providing primary health care, including all County operated facilities, the hours of operation at these facilities and the documented backlog, if any, at these facilities.

DHS and PPP Program priorities will be based on the continuing requirements of the Second Demonstration Project requirements, as well as any other broad-based initiatives driving DHS policy, Board of Supervisor policies and priorities, and the County's Strategic Plan.

Finally, a Contractor's financial, programmatic, and administrative compliance will be determined by OAC's review of any annual monitoring reports issued under this Agreement and Contractor's corrective action plans in response thereto.

In the event that a reallocation of funding occurs prior to OAC conducting its annual monitoring, such that monitoring reports and corrective action plans are not available, OAC shall determine a Contractor's compliance in this area by reviewing all available quality assurance documentation on file with OAC and any documentation otherwise available to County related to Contractor's performance of its PPP Agreement(s).

Regardless of the means by which OAC determines compliance, and absent extreme or extenuating circumstances, a Contractor shall not be considered for reallocation funding if a Contractor or its subcontractors or its medical practitioners have been the subject of one or more of the following actions: (a) disciplinary action by the State Medical Board (i.e., licensure revocation, suspension, or probation); (b) professional malpractice judgment or settlements; (c) exclusion from participation in federally funded health care program; or (d) proposed termination or actual termination of a County contract for quality of care reasons.

Contractors, if affected by a funding increase but dissatisfied with the result of the Request for Information process, shall have the opportunity to appeal the Director's decision as a result of that process through the appeal

procedure to be incorporated into that process. The Director's determination shall be final.

Contractor, if affected by a funding decrease, shall be given thirty (30) calendar days advance written notice via facsimile transmission of the proposed reallocation action by Director. Contractor shall have one opportunity to appeal Director's proposed action, which shall be in writing and received by Director within fourteen (14) calendar days of the date of such facsimile transmission. If Contractor's appeal is received in a timely manner as defined herein, Director shall analyze the data and information provided by Contractor, and respond in writing to Contractor as to the final funding decrease determined by Director under this Agreement, but only after all appeals regarding contract funding reallocations for this Agreement and other PPP Program contracts for primary care services, and all appeals in the Request for Information process, have been received and analyzed by Director, whose decision shall be final.

In his or her sole discretion, Director also may administratively reallocate funds pursuant to this Paragraph 11 in the event that, during the term of this Agreement and as a result of the closure of any County health facility, Contractor at County's request or direction, takes on former County patients with chronic medical conditions and/or a

high burden of disease, and Contractor's provision of primary care services to this patient population results in increased pharmaceutical costs to Contractor.

In any event, any such administrative funding reallocation: 1) shall not cause County to exceed the Board of Supervisors' approval total County maximum obligation for all PPP Program contracts for primary care services for the subject County Fiscal Year; 2) shall require that Director inform the County Board of Supervisors and Chief Administrative Officer of the final reallocation amounts by Board memo prior to such reallocations being implemented; and 3) shall take the form of an amendment approved by County Counsel and executed by Director and Contractor.

Any other funding increase or decrease to the County maximum obligation under this Agreement shall be effected only by a formal amendment pursuant to the ALTERATION OF TERMS Paragraph in the body of this Agreement, and by formal amendments to the other affected PPP Program contract."

14. Agreement Exhibit ("B" or "B-1"), BILLING AND PAYMENT GENERAL RELIEF RECIPIENTS, Paragraph 12, No Payment for Services Provided Following Expiration/Termination of Agreement, shall be added to Agreement as follows:

"12. No Payment for Services Provided Following Expiration/Termination of Agreement: Contractor shall have

Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AMENDCD2886GR0304.lm
6/10/03

FEDERALLY QUALIFIED HEALTH CENTERS CONSULTANT SERVICES AGREEMENT

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),
and GARY BESS ASSOCIATES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"FEDERALLY QUALIFIED HEALTH CENTERS CONSULTANT SERVICES
AGREEMENT", dated April 30, 2002, and further identified as
Agreement No. H-207511 (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to provide for the changes set forth herein; and

WHEREAS, Agreement provides that further changes to its
terms may be made in the form of a written Amendment which is
formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon the date of its
approval by County's Board of Supervisors.

2. Paragraph 1, TERM, shall be revised to Agreement as
follows:

"1. TERM: This Agreement shall be effective upon the

date of its approval by County's Board and shall continue, unless sooner terminated or canceled, in full force and effect to and including June 30, 2004.

All provisions of the Agreement in effect on date of Board approval shall remain in effect.

County may suspend the performance of services immediately for any breach of Agreement by Contractor and withhold further Agreement payments upon the giving of prior written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of Contractor's performance obligations and County's payments.

Notwithstanding any other provision in this Agreement, the failure of Contractor or its officers, employees, agents, or Subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Paragraph 4, DESCRIPTION OF SERVICES, shall be revised in Agreement as follows:

"4. DESCRIPTION OF SERVICES: Contractor agrees to

provide services to County in the manner and form as described in the body of the Agreement and in Exhibit "A-2", "STATEMENT OF WORK", attached hereto and incorporated herein by reference."

4. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be revised to Agreement as follows:

"5. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for Contractor's performance hereunder shall not exceed One-Hundred Thousand Dollars (\$100,000)."

5. Subparagraph B of Paragraph 6, BILLING AND PAYMENT, shall be revised in Agreement as follows:

"B. Contractor shall bill County based on deliverables, in accordance with the rates and timelines set forth in Exhibit A-2 (Statement of Work) and Schedule 1-B (Payment Schedule), attached hereto and incorporated herein by reference, on billing forms provided by County.

Contractor shall submit original billing forms, including copies of original receipts verifying expenditures directly to County of Los Angeles, Department of Health Services, Office of Ambulatory Care, 5555 Ferguson Drive, Suite 210-01, Commerce, CA 90022, Attention: Anne Robinson. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding the

services for which claims are to be made as set forth in Exhibit A-2."

6. Paragraph 6, BILLING AND PAYMENT, Subparagraph G, shall be added to Agreement as follows:

"G. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

7. Paragraph 12, ENTIRE AGREEMENT, shall be revised to Agreement as follows:

"12. ENTIRE AGREEMENT: The body of the Agreement including ADDITIONAL PROVISIONS and Exhibit "A-2", Schedule "1-B", and Exhibit "F", attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties to the subject matter to this Amendment. In the

event of any conflict of inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Amendment and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of the Agreement and then to such other documents according to the following priority:

1. Exhibit A-2
2. Schedule 1-B
3. Exhibit B
4. Exhibit C
5. Exhibit D
6. Exhibit E
7. Exhibit F."

8. Agreement, ADDITIONAL PROVISIONS, Paragraph 44, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"44. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in

Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes."

9. Agreement, ADDITIONAL PROVISIONS, Paragraph 45, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"45. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

10. As the effective date of this Amendment, wherever Exhibit "A-1" and Schedule "1-A" are referenced, they shall be construed to mean Exhibit "A-2" and Schedule "1-B".

11. Exhibit "A-2", Statement of Work, is attached to this Amendment and incorporated in Agreement by reference.

12. Schedule "1-B", Payment Schedule, is attached to this

Amendment and incorporated in Agreement by reference.

13. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

GARY BESS ASSOCIATES
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AmendCD2890FQHCBess0304.LM
lm:5/29/03

GARY BESS ASSOCIATES
STATEMENT OF WORK

DETAILS FORTHCOMING

Schedule 1-B

GARY BESS ASSOCIATES
PAYMENT SCHEDULE

DETAILS FORTHCOMING

**FEDERALLY QUALIFIED HEALTH CENTERS PROGRAM
TEMPORARY PERSONNEL SERVICES AGREEMENT**

Amendment No. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2003,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

SIMPSON & SIMPSON BUSINESS AND
PERSONNEL SERVICES, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"FEDERALLY QUALIFIED HEALTH CENTERS PROGRAM TEMPORARY PERSONNEL
SERVICES AGREEMENT", dated May 29, 2001, and any amendments
thereto, all further identified as Agreement No. H-212398
(hereafter "Agreement"); and

WHEREAS, Agreement is scheduled to expire on June 30, 2003;
and

WHEREAS, the parties wish to provide for a one-year
extension to the term of Agreement; and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to provide for the changes set forth herein; and

WHEREAS, Agreement provides that further changes to its
terms may be made in the form of a written Amendment which is
formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon the date of its approval by County's Board of Supervisors.

2. Paragraph 2, TERM AND TERMINATION, Subparagraph A, shall be revised in Agreement as follows:

"A. This Agreement shall be effective upon the date of its approval by County's Board and shall continue, unless sooner terminated or canceled, in full force and effect to and including June 30, 2004."

3. Paragraph 2, TERM AND TERMINATION, Subparagraph B, shall be deleted in its entirety.

4. Paragraph 3, DESCRIPTION OF SERVICES, shall be revised in Agreement as follows:

"3. DESCRIPTION OF SERVICES: Contractor shall provide temporary personnel services at "DHS" as described in Exhibits "A", "A-1", and "A-2", "STATEMENT OF WORK", attached hereto and incorporated herein by reference, in the manner and form as described in the body of this Agreement."

5. Paragraph 4, BILLING AND PAYMENT, shall be revised in Agreement as follows:

"4. BILLING AND PAYMENT: County agrees to compensate Contractor for the provision of temporary personnel services pursuant to this Agreement, in accordance with the terms,

conditions, and rates set forth in Schedules 1, 2, and 3, attached hereto and incorporated herein by reference.

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

6. Paragraph 29, ENTIRE AGREEMENT, shall be revised in Agreement as follows:

"29. ENTIRE AGREEMENT: The body of this Agreement, Exhibits A, A-1, A-2, B, C, D, E, and F, and Schedules 1, 2, and 3, attached hereto shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties to the subject matter to this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, service or

schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibits A, A-1, and A-2
2. Schedules 1, 2, and 3
3. Exhibit B
4. Exhibit C
5. Exhibit D
6. Exhibit E
7. Exhibit F."

7. Paragraph 62, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"62. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes."

8. Paragraph 63, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, shall be added to Agreement as follows:

"63. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used."

9. Exhibit "A-2", Statement of Work, is attached to this Amendment and incorporated in Agreement by reference.

10. Schedule "3", Schedule, is attached to this Amendment and incorporated in Agreement by reference.

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

SIMPSON & SIMPSON BUSINESS AND
PERSONNEL SERVICES, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and
Grants Division

AmendCD2891FQHCSIMPSON0304.LM
lm:06/03/03

SIMPSON & SIMPSON BUSINESS AND PERSONNEL SERVICES, INC.
STATEMENT OF WORK

DETAILS FORTHCOMING

Schedule 3

SIMPSON & SIMPSON BUSINESS AND PERSONNEL SERVICES, INC.

DETAILS FORTHCOMING